

City of Gloucester

City Council

CITY HALL • GLOUCESTER • MASSACHUSETTS • 01930
Telephone 978-281-9722 Fax 978- 282-3051

CITY COUNCIL
AND
CITY COUNCIL STANDING COMMITTEE
Budget and Finance
Thursday, February 19, 2009 – 7:00 p.m.
Council Conference Room – City Hall

1. Update from Mayor re: Eastern Avenue House Explosion.
2. RFP for Good Harbor and Wingersheek Beach Concessions.
3. Memo from Chief McKay re: 09 Firefighting Equipment Grant.
4. Memo from CAO, Jim Duggan re: RFP 2009 CDBG Program.
5. Special budgetary transfer from Auditor's Department.
6. Fee Compendium (*cont from 1/22/09*).
7. Order CC2008-048 re: the issuance of monthly water and sewer bills. (*cont from 2/5/09*)
8. Report from City Auditor re: accounts with expenditures exceeding their appropriations.

COMMITTEE
Councilor Jason Grow, Chair
Councilor Joe Ciolino, Vice Chair
Councilor Steve Curcuru

Committee members – Please bring relevant documentation

CC: Mayor
Jim Duggan
Marcia McInnis
Jeffrey Towne
Mike Hale
Mark Cole
Donna Compton
Barry McKay

City of Gloucester - Daily Activity Report

As of : February 2, 2009

Contact: Brenda Plante
 Cell: (603) 231-4569
 Manager, CMS

I. Leak Activity:

Date Reported	Address	Reported By	Grade	Repaired	Date Repaired	Repair Status
01/25/09	77 Eastern Ave	Public	1	Yes	01/25/09	Broken Main
01/25/09	4 Lantern Ln	Public	1	Yes	01/25/09	Full Clamp
01/25/09	3 Elizabeth Rd	Public	1	Yes	01/25/09	Bell Joint
01/25/09	77 Eastern Ave	Public	1	Yes	01/25/09	Broken Main
01/25/09	74 Eastern Ave	Public	1	Yes	01/25/09	Broken Main
01/25/09	Poplar St	Winter Survey	1	Yes	01/25/09	Full Clamp
01/25/09	76 Eastern Ave	Public	1	Yes	01/25/09	Broken Main
01/25/09	3 Highland Ct	Winter Survey	1	Yes	01/25/09	Service Inserted
01/25/09	12 Addison St	Winter Survey	1	Yes	01/25/09	Service Clamped
01/25/09	237 E Main St	Survey Special	2	Yes	01/25/09	Bell Joint
01/25/09	128 Western Ave	Survey Special	2	No		To be Scheduled
01/25/09	131 Western Ave	Survey Special	2	Yes	01/25/09	Bell Joint
01/25/09	131 Western Ave	Survey Special	2	Yes	01/25/09	Leak Cancelled (Duplicate)
01/25/09	32 Webster St	Survey Special	2	Yes	01/25/09	Joint Repair
01/25/09	79 Eastern Ave	Survey Special	2	Yes	01/25/09	Joint Repair
01/26/09	4 Lantern Ln	Public	1	Yes	01/26/09	Full Clamp
01/25/09	14 Elizabeth Rd	Survey Special	2	Yes	01/25/09	Service Inserted
01/25/09	11 Addison St	Employee	2	Yes	01/25/09	Leak Cancelled
01/26/09	1 Beach Rd	Employee	2	Yes	01/26/09	Bell Joint
01/26/09	3 Ferry St	Winter Survey	3	No		To be Scheduled
01/26/09	32 School St	Winter Survey	3	No		To be Scheduled
01/27/09	4 Lantern Ln	Public	1	Yes	01/27/09	Full Clamp
01/27/09	88 Pleasant St	Public	1	Yes	01/27/09	Bell Joint
01/27/09	32 Patriots Cir	Employee	2	No		To be Scheduled
01/27/09	111 Gloucester Ave	Employee	3	Yes	02/01/09	To be Scheduled
01/27/09	171 Atlantic St	Winter Survey	2	No		To be Scheduled

City of Gloucester - Daily Activity Report

As of : February 2, 2009

Contact: Brenda Plante
 Cell: (603) 231-4569
 Manager, CMS

01/27/09	114 Prospect St	Winter Survey	3	No	To be Scheduled
01/27/09	1 Ferry Ln	Winter Survey	3	No	To be Scheduled
01/27/09	29 Centennial Ave	Winter Survey	3	No	To be Scheduled
01/27/09	2 Hodgkins St	Winter Survey	3	No	To be Scheduled
01/28/09	376 Washington St	Winter Survey	3	No	To be Scheduled
01/29/09	14 Starknought Hts	Public	1	Yes	Partial Service Insert
01/29/09	227 E Main St	Winter Survey	2	No	To be Scheduled
01/29/09	13 Atlantic	Winter Survey	2	No	To be Scheduled
01/29/09	105 Washington St	Winter Survey	3	No	To be Scheduled
01/30/09	10 Starknought Hts	Employee	1	Yes	Partial Service Insert
01/30/09	113 Pleasant St	Winter Survey	2A	No	To be Scheduled
01/30/09	18 Acadia	Winter Survey	2	No	To be Scheduled
01/30/09	109 Western Ave	Winter Survey	3	No	To be Scheduled
01/31/09	207 Main Street	Winter Survey	1	Yes	Repaired Coupling
01/31/09	27 Webster St.	Winter Survey	2	No	To be Scheduled
01/31/09	69 Atlantic Rd	Winter Survey	2	No	To be Scheduled
01/31/09	8 Lantern Ln	Contractor	1	Yes	Relaid Service
02/01/09	25 Commonwealth Av	Winter Survey	2	No	To be Scheduled
02/01/09	19 Commonwealth Av	Winter Survey	3	No	To be Scheduled
02/01/09	3 Beach Rd	Public	3	No	To be Scheduled
02/01/09	14 Starknought Hts	Public	3	Yes	Repaired Coupling
02/01/09	13 Starknought Hts	Employee	3	No	To be Scheduled
02/01/09	61 Witham St	Employee	3	No	To be Scheduled
02/02/09	9 Winchester Ct.	Winter Survey	1	Yes	Bell Joint
02/02/09	36 Derby St.	Winter Survey	1	Yes	Bell Joint
02/02/09	840 Washington St.	Winter Survey	3	No	To be Scheduled
02/02/09	12 Abbott St	Employee	3	No	To be Scheduled
02/03/09	14 Gloucester Av	Winter Survey	2	No	To be Scheduled

City of Gloucester - Daily Activity Report

As of : February 2, 2009

Contact: Brenda Plante
 Cell: (603) 231-4569
 Manager, CMS

02/03/09	34 Grapevine Rd	Winter Survey	2	No	To be Scheduled
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II. Main Replacement Activity:

Status	Address	Material/Size	Length	Start Date	End Date	Comments
In Progress	1 - 8 Lantern Lane	4" Plastic	285	1/30/2009	TBD	End Date contingent upon weather conditions
Pending	Eastern Ave					

**City of Gloucester
Office of the Mayor**

Review and Recommendations for the Disposition of Real Property

TO THE CITY COUNCIL FOR REVIEW, RESTRICTIONS AND APPROVAL

Property Information:

Document Number: RFP 99124
Property Name and Address: Good Harbor, 99 Thatcher Road & Wingersheek Beach Concessions, 232 Atlantic Street, Gloucester, MA.
Method of Disposition: Three (3) Year Lease
5/1/09 to 11/1/2011
Lease Payment Requested: One third of the price proposal on May 1, 2009, May 1, 2010 May 1, 2011

Purchasing Department:

At the request of the Mayor, the Purchasing Department has prepared a Request for Proposals for the disposition of the above property. In the preparation, all applicable sections of Massachusetts General Laws and the Gloucester Code have been reviewed.

Ed M Compton Purchasing Agent 1/20/09
NAME POSITION DATE

Contract Manager:

At the request of the Mayor, I have reviewed the possible disposition of the above named property. My recommendations have been submitted to the Mayor for consideration and possible inclusion in the RFP.

Mark Cole Public Property Manager 1/20/09
NAME POSITION DATE

Office of the Assessor:

At the request of the Mayor, I have reviewed the possible disposition of the above named property. My recommendations have been submitted to the Mayor for consideration and possible inclusion in the RFP.

[Signature] Assessor 1/24/09
NAME POSITION DATE

Legal Department:

At the request of the Mayor, the Legal Department has reviewed the attached recommended RFP and finds it to be in compliance with all applicable State and Municipal Laws.

[Signature] General Counsel 1/31/09
NAME POSITION DATE

Office of the Mayor:

As required by the Gloucester Code of Ordinance, I am submitting my recommendation to the City Council for their approval to dispose of the above property in a Request for Proposal format.

[Signature] Mayor 2/3/09
NAME POSITION DATE

Comments:

City of Gloucester

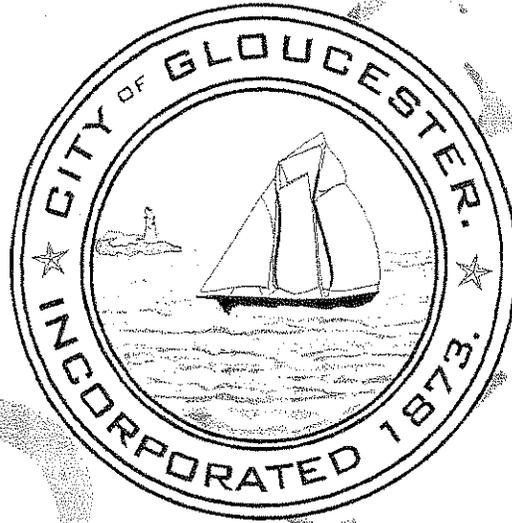
Office of the Purchasing Agent

City Hall, 9 Dale Avenue

Gloucester, Massachusetts 01930

Telephone 978 281 9710 Fax 978 281 8763

www.gloucester-ma.gov



Request for Proposal #99124

(Disposition by Lease of City Property)

GOOD HARBOR & WINGAERSHEEK BEACH CONCESSION & RESTROOM OPERATION LEASE

RFP Available:	TBD
Pre proposal Meeting:	TBD
Submittal Deadline:	TBD

TABLE OF CONTENTS

No.	Section	Description	Page
1.00	Newspaper Advertisement	Cape Ann Beacon	3
2.00	Secretary of State Posting	Central Register	4
3.00	RFP Document Information	Service Description	5
3.01		RFP Availability	5
3.02		RFP Opening	5
3.03		Late Submissions	5
3.04		Cancellation of Opening	5
3.05		Right to Withdraw	5
3.06		Requesting Information	5
3.07		Incomplete Proposal	5
3.08		Contract Assignment	5
3.09		Contract Management	5
4.00	Standard Terms & Conditions		
4.01		Proposal Rejection	5
4.02		Proposal Withdrawal	5
4.03		Right to Waive	5
4.04		Equal Opportunity	5
4.05		Proposal Effective Date	6
4.06		Contract Duration	6
4.07		Cancellation	6
4.08		Required Approvals	6
5.00	Proposal Specifications		
5.01		RFP Packaging	6
5.02		Price Summary Form	6
5.03		Questions & Responses	6
6.00	Forms to Complete & Included in the Proposal Package		6
	Attachment "A"	Questionnaire	7-8
	Attachment "B"	Reference Form	9
	Attachment "C"	Non Collusion Statement	10
	Attachment "D"	Price Summary Form	10
		Acknowledgment of Addenda Information	
	Attachment "E"	Bidder Checklist	10
7.00	Lease Document		11-16
8.00	Disclosure of Beneficial Interest		17

SECTION 1.00 NEWSPAPER ADVERTISING

To: Cape Ann Beacon
From: Donna Compton, Purchasing Agent
Date:

Re: Please run this ad on the Records/Legal page as small as possible on
Wednesday, ----- and Wednesday, -----

**CITY OF GLOUCESTER, MA.
REQUEST FOR PROPOSALS # 99124
BEACH CONCESSION & RESTROOM OPERATION**

The City of Gloucester is seeking proposals, RFP #99124, for the operation of the **Good Harbor and/or Wingsheek Beach Concessions & Restrooms**. The Duration of the agreement shall be from May 1, 2009 or the date of lease execution and Nov. 1, 2011. The Successful Proposer shall be required to submit a Certificate of Insurance, naming the City as an additionally insured, in the amount of \$1,000,000 (each) for Public Liability and Property Damage as well as a Security Bond in the amount of \$15,000. The Request for Proposal package will be available on **Wed., -----** at the Office of the Purchasing Agent, upon receipt of a \$15.00 fee. Proposals must be received and will be opened at the Office of the Purchasing Agent, City Hall, 9 Dale Ave, Gloucester, MA 01930 no later than **Wed., -----, at 11:00 AM**. There shall be a voluntary pre proposal meeting on ----- at 11:00 a.m. in the Office of the Purchasing Agent. The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City of Gloucester, MA. **The City shall not be responsible for proposals arriving late for any reason.**

Donna Compton
Purchasing Agent

SECTION 2.00 CENTRAL REGISTER POSTING

CENTRAL REGISTER - GENERAL CONTRACT

CR-2 *Public Contracts that are construction related and estimated to exceed \$10,000. Published two weeks prior to general bid opening.*

AWARDING AUTHORITY AND PROJECT INFORMATION

AGENCY: City of Gloucester

Office of the Purchasing Agent
City Hall, 9 Dale Avenue
Gloucester, MA. 01930

PROJECT NUMBER: 99124
Estimated Cost: \$162,000.00
Contractor Qualification:
(required for contracts over \$25,000
and highway contracts over \$50,000)

PROJECT: Pursuant to M.G.L.c 30B, the City of Gloucester is seeking proposals, RFP #99124, for the operation of the **Good Harbor and/or Wingersheek Beach Concessions & Restrooms**. The Duration of the agreement shall be from May 1, 2009 or the date of lease execution and November 1, 2011.

PLANS/SPECIFICATIONS AVAILABLE

place, date and time

Office of the Purchasing Agent
City Hall, 9 Dale Avenue, Gloucester, MA. 01930

Wednesday, -----

Contact Person: Donna Compton
Phone: 978 281 9710
Fax: 978 281 8763

CONTRACT INFORMATION:

SUB BID DEADLINE:

(date and time) Not Applicable

GENERAL BID DEADLINE:

(date and time) Wednesday, -----

SUB BID CATEGORIES: None

ADDITIONAL INFORMATION:

Document available upon receipt of a \$15.00 fee.

**CITY OF GLOUCESTER, MA.
REQUEST FOR PROPOSAL # 99124**

SECTION 3.00 SERVICE DESCRIPTION

Pursuant to MGL Chapter 30B, the City of Gloucester seeks proposals, **RFP # 99124**, for the operation of the Good Harbor and/or Wingaersheek Beach Concessions & Restrooms. The successful proposer will be responsible for the operation of the food service area and the cleaning of the restroom areas and showers.

SECTION 3.01 RFP AVAILABILITY

Proposals will be available on Wednesday, ----- at the Office of the Purchasing Agent, 9 Dale Avenue, Gloucester, MA. There will be a voluntary pre proposal meeting on ----- at 11:00 a.m. in the Office of the Purchasing Agent.

SECTION 3.02 RFP OPENING

Proposals will be opened on Wednesday, ----- at 11:00 A.M. the Office of the Purchasing Agent, 9 Dale Avenue, Gloucester, MA.

SECTION 3.03 LATE SUBMISSIONS

The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing services, etc.

SECTION 3.04 CANCELLATION OF OPENING

If City Hall is closed by the Mayor due to an emergency or winter weather conditions, scheduled bid or proposal openings will be postponed to the first day City Hall is open to conduct normal business functions. The time and location of the opening will be the same as originally scheduled in the Invitation for Bids or Request for Proposals.

SECTION 3.05 RIGHT TO WITHDRAW

A proposer has the right to withdraw his/her bid anytime prior to the time fixed for opening. A request to withdraw must be in writing.

SECTION 3.06 REQUESTING INFORMATION

Any prospective proposer requesting a change in or interpretation of existing specifications of terms and conditions must do so at least (5) days, excluding Saturdays, Sundays and Holidays, before the scheduled proposal opening date. All requests are to be in writing and delivered or faxed to the Purchasing Department (978-281-8763). If necessary to maintain a fair and equal bidding environment, the City will issue addenda to all vendors who have requested bid packages.

SECTION 3.07 INCOMPLETE PROPOSAL

Any proposal which is not according to prescribed form, incomplete, not properly signed, or contrary to the instructions and requirements contained in the Request for Proposal may be rejected by the City of Gloucester. **Conditional proposals will not be accepted.**

SECTION 3.08 CONTRACT ASSIGNMENT

The successful contractor will not be permitted to assign or underlet the contract, nor assign either legal or equitably, any monies hereunder, or its claim thereto.

SECTION 3.09 CONTRACT MANAGEMENT

The Contract Manager is Mark Cole, Public Properties Operations Manager. The telephone number is 978 281 9785.

SECTION 4.00 RFP STANDARD TERMS AND CONDITIONS

SECTION 4.01 PROPOSAL REJECTION

The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City of Gloucester, Massachusetts.

SECTION 4.02 PROPOSAL WITHDRAWAL

No proposer may withdraw their proposal after the opening and prior to the execution and delivery of the contract or if no award is made at the expiration of forty-five days (45) business days after the opening of the proposal.

SECTION 4.03 RIGHT TO WAIVE

The City reserves the right to waive any "minor informalities" or allow the vendor to correct them.

SECTION 4.04 EQUAL OPPORTUNITY

It is understood and agreed that it shall be a material breach of any contract resulting from this proposal for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharging, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, handicap, age, sexual orientation or ancestry.

SECTION 4.05 PROPOSAL EFFECTIVE DATE

The proposal will remain in effect for a period of forty-five days (45) business days from the deadline for submission of proposals or until it is formally withdrawn, a contract is executed or this RFP is canceled, whichever occurs first.

SECTION 4.06 CONTRACT DURATION

The Duration of the agreement shall be from May 1, 2009 or the date of lease execution and November 1, 2011.

SECTION 4.07 CANCELLATION

As described in Section 7

SECTION 4.08 REQUIRED APPROVALS

The Gloucester Code of Ordinances, Section 2-3(a)(2) states, "No building, land or other real property or rights or interests therein shall be disposed of without prior order from the City Council authorizing said disposition from the Mayor. The Council may impose any condition, restriction, or other limitation on the building or property as it deems appropriate, consistent with the General Laws. The Gloucester Code of Ordinances, Section 2-3(e)(1) states, "All votes to authorized leases of real property by the City to third parties, shall be approved by a two-thirds vote of the full City Council.

SECTION 5.00 PROPOSAL SPECIFICATIONS

SECTION 5.01 RFP PACKAGING

A sealed envelope, containing the Proposal marked "Good Harbor & Wingersheek Beach Concession and restroom Lease #99124" must be received by Office of the Purchasing Agent, City Hall, 9 Dale Avenue, Gloucester, MA, 01930, prior to 11:00 a.m. on Wednesday, -----. It is the sole responsibility of the offeror to insure that the proposal arrives on time at the designated place.

SECTION 5.02 PRICE SUMMARY FORMS

The Price Summary Forms must be completed. No substitute form will be accepted. Pricing must remain firm throughout the contract.

SECTION 5.03 QUESTION AND RESPONSES

All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing or faxed to Donna Compton, Purchasing Agent, email (purchasing@ci.gloucester.ma.us). Any information sent to one proposer will be available to all proposers. No requests or questions will be accepted after 11 a.m. on ----- To receive the responses to any questions submitted by other Offerors, please send the name, address, telephone number and fax number (if any) of the person to whom this information should be sent.

SECTION 6.00 FORMS TO BE COMPLETED & INCLUDED IN THE PROPOSAL PACKAGE

All vendors shall submit bids in strict accordance with the submission requirements listed below. Any vendors failing to provide all of the following submission requirements will be considered "not responsive" and their proposal may be rejected without further consideration.

ATTACHMENT A: QUESTIONNAIRE

ATTACHMENT B: REFERENCE FORM

ATTACHMENT C: NON COLLUSION STATEMENT

All bidders are responsible and required by Massachusetts General Law to submit a statement of Non Collusion with their bid. If a form has not been include in the Invitation for Bid package, you may request a copy from the Purchasing Office. The City is required to reject any bid that does not include a completed Statement of Non Collusion.

ATTACHMENT D: PRICE PROPOSAL PAGE

OTHER ATTACHMENTS

▪ **INFORMATION**

Any other information that the vendor wishes to include that will document their capabilities and qualifications for providing the services sought in this RFP.

▪ **ACKNOWLEDGMENT OF ADDENDA**

Each bidder shall acknowledge the receipt of any addenda by signing and including it in their bid submission.

ATTACHMENT "A"
RFP No: #99124

QUESTIONNAIRE
Description: RFP BEACH CONCESSION AND REST ROOM LEASE

- 1. Name of Firm/Individual _____
- 2. Address _____
- 3. Type of Organization _____
(Proprietorship, Partnership, Corporation)
- 4. Is your Firm SOMBA certified (MBE) _____
- 5. Federal ID No. _____
- 6. Is your Firm SOMBA certified (WBE) _____
- 7. Year Established _____
- 8. Name & Title of Principal to contact _____
- 9. Principal contact's telephone number _____
- 10. Principal contact's Fax Number _____
- 11. Principal contact's e-mail address _____

12. Key Persons, Specialists and Individuals in your firm to be assigned to this operation:

Name	Title	Project Role	Estimated Hours
_____	_____	_____	_____
_____	_____	_____	_____

13. Key Persons, Specialists, Individuals from subcontracting firm(s) to be assigned to this operation, if any:

Name	Title	Project Role	Estimated Hours
_____	_____	_____	_____

14. List any contracts, within the last 10 years, that have been terminated by an owner or your firm prior to the full term of the agreement.

Contract Title	_____	Year of Execution	_____
Name and Address of Owner	_____	Owner's Telephone	_____
Reason for Termination	_____	Contract Value	_____
Contract Title	_____	Year of Execution	_____
Name and Address of Owner	_____	Owner's Telephone	_____
Reason for Termination	_____	Contract Value	_____

15. List any contracts, within the last 10 years, where your firm did not complete the full term of the agreement

Contract Title	_____	Year of Execution	_____
Name and Address of Owner	_____	Owner's Telephone	_____
Reason for Not Completing Contract	_____	Contract Value	_____
Contract Title	_____	Year of Execution	_____
Name and Address of Owner	_____	Owner's Telephone	_____
Reason for Not Completing Contract	_____	Contract Value	_____

16. List any litigation by or against your firm, within the last 10 years, for breach of contract.

<i>Litigation Initiated By</i>	<i>Address</i>	<i>Telephone</i>	<i>Status of Litigation</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

17. Within the last 10 years, has your firm filed for bankruptcy protection? If yes, what is the current status?

18. Principal Business of this Firm and Principal Specialization:

19. Names & Titles of all Partners or Directors % Stock Ma. Reg. No. Discipline

As the authorized agent for the proposer, I attest and swear to the accuracy of the information supplied in this questionnaire under the penalty of perjury.

<i>Signature</i>	<i>Printed Name and Title</i>	<i>Date</i>
_____	_____	_____

Note: If additional space is necessary, please attach additional 8 1/2 x 11 sheets to this questionnaire

ATTACHMENT "B" REFERENCE FORM

No.	Governmental Agency or Business	Contact Person	Telephone
1.	_____	_____	_____
Description of Project _____			
2.	_____	_____	_____
Description of Project _____			
3.	_____	_____	_____
Description of Project _____			
4.	_____	_____	_____
Description of Project _____			
5.	_____	_____	_____
Description of Project _____			
6.	_____	_____	_____
Description of Project _____			
7.	_____	_____	_____
Description of Project _____			
8.	_____	_____	_____
Description of Project _____			
9.	_____	_____	_____
Description of Project _____			
10.	_____	_____	_____
Description of Project _____			
11.	_____	_____	_____
Description of Project _____			
12.	_____	_____	_____
Description of Project _____			

ATTACHMENT "D" RFP #99124

FORM TO BE COMPLETED & INCLUDED IN THE PRICE PROPOSAL PACKAGE

All vendors shall submit bids in strict accordance with the submission requirements listed below. Any vendors failing to provide all of the following submission requirements will be considered "not responsive" and their proposal may be rejected without further consideration

PRICE SUMMARY FORM

Option #1 - Award Good Harbor Beach Concession to the Highest Proposer	Total Price
Good Harbor Beach Concession Price Proposal Total lease period 5/1/09 to 11/01/11 - AWARD LINE	
Option #2 - Award Wingaersheek Beach Concession to the Highest Proposer	Total Price
Wingaersheek Beach Concession Price Proposal Total lease period 5/1/09 to 11/01/11 - AWARD LINE	

METHOD OF AWARD:

The Proposer(s) that offers the highest price proposal for each concessions for the total lease period (5/1/09 to 11/1/11) will be awarded a lease(s). If a Proposer offers the highest price proposal on both concessions, they will be awarded a lease for both concessions.

ATTACHMENT "C" CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The undersigned hereby agrees to comply with the requirement contained in RFP #99124 and the Lease Agreement for the Bid Price submitted on Attachment "D". Signatory must provide evidence of legal authority to enter into this agreement.

AUTHORIZED SIGNATURE

Company Name _____
 Address _____
 Authorized Signature _____ Title _____
 Telephone _____ Fax _____ E-mail Address _____

This checklist is provided to assist Proposers in the preparation and packaging of their proposal.

ATTACHMENT "E" BIDDER CHECKLIST CHECK COMPLETION

Task	X
1. Bid sealed, signed and marked as required	_____
2. Reference Form, completed	_____
3. Addenda Receipt Acknowledged	_____
4. Questionnaire, completed	_____
5. Price Summary Form	_____

SECTION 7.00 LEASE TERMS AND CONDITIONS

1. EFFECTIVE DATE AND TERM

- a. The Effective Date of this Agreement shall be the 1st day of May, 2009 or the date of a fully executed contract.
- b. The term of this Agreement shall commence on the Effective Date and shall continue until November 1, 2011. In any event, the term of this Agreement shall not end later than the latest date permitted by law.

2. GENERAL UNDERTAKINGS OF OPERATOR

- a. The Operator shall conduct refreshment and restroom operations at the Concession facility and shall operate up to three cold drink/slush carts, the cart shall be operated by one person and the area within 50 feet of the cart is maintained in a clean and orderly manner. **The operator must honor the existing contract the City has with Joe Popcorn's Slush for the purchase of slush @ \$15.00 per 2.5 gallon tub.**
- b. The Operator shall abide by such reasonable requirements as the Owner or its Authorized Representative may establish to maintain, protect, and ensure the safe, orderly, and lawful conduct of its facilities and refreshment, showers & restroom operations. The operator will be responsible for obtaining any and all required permits, licenses and inspections.
- c. *The Operator shall be responsible for the opening, closing, cleaning, upkeep, stocking, and maintenance of the restrooms and showers attached to the concession facility. Responsibilities include daily cleaning, furnishing and daily stocking of supplies, routine maintenance and minor repairs. Routine maintenance is to include the clearing of clogged toilets and the removal of sand from the shower floor drains, etc. All other maintenance and repairs will be performed by the City.*
- d. *The Operator, at his expense, shall provide for the installation of any equipment, maintenance, or repairs needed for the passage of an inspection or the successful issuance of any and all permits.*
- e. *The operator will pay for all cleaning and toilet supplies and will supply and change all light bulbs and florescent tubes.*

3. UNDERTAKINGS OF THE OWNER

- a. The Owner shall provide the Operator with space in designated areas of the sites described in Section 8 herein, for the purpose of conducting refreshment, shower and restroom operations.
- b. The Owner covenants hereby to create, grant, or license no other concession of a similar kind at any location within the designated site. Catered groups and outings do not constitute a concession and are allowed by City Permit only.

4. INDEMNIFICATION, INSURANCE SECURITY FOR PERFORMANCE

- a. **Indemnification:** The space provided to the Operator by the Owner shall be used solely at the risk of the Operator. The Operator shall indemnify and hold the Owner harmless from any liability for injury, loss, claim, or damage to any persons or property which results from:
 - 1. any willful or negligent act of the Operator, its agents, or employees;
 - 2. from any failure of the Operator, its agents, or representatives to perform any obligation imposed on it hereunder; and
 - 3. from any damage or injury from any cause arising out of the use of the areas or storage space provided pursuant to this Agreement.
- b. Operator will maintain liability and property damage insurance in the amounts described herein, and provide a certificate of insurance naming the Owner as an "additionally insured"
- c. **Insurance:** The Operator shall provide or cause to be provided and maintained products liability, public liability, and property damage insurance, protecting the operator and Owner, against claims for bodily injury (including death) to persons for property damage arising out of the operation, use, or maintenance of the operations space.
 - 1. In the case of insurance relating to product liability such insurance shall have limits of not less than **one million dollars (\$1,000,000)** with respect to bodily injury or death to any one person and not less than **one million dollars (\$1,000,000)** with respect to bodily injury or death from any one accident, incident, or occurrence and against claims for damage to property therefrom, a limit of not less than **one million dollars (\$1,000,000)**.
 - 2. In the case of insurance relating to public liability, such insurance shall have the limits of not less than **one million dollars (\$1,000,000)** with respect to bodily injury or death to any one person and not less than **one million dollars (\$1,000,000)** with respect to bodily injury or death from any one accident, incident, occurrence and against claims for damage to property (excluding fire) therefrom, a limit of not less than **one million dollars (\$1,000,000)**.
 - 3. All insurance agreements shall contain provisions that the insurer will not cancel any such policy without first giving thirty (30) days notice in writing to the Owner. All such policies shall include written notification to Owner of cancellation or restrictive amendment
 - 4. Prior to the effective date of this Agreement, the Operator shall furnish the Owner with certificates evidencing the insurance required by this Agreement, and all policies shall be open to inspection upon

request by any attorney involved on behalf of the Owner in the investigation, prosecution, or settlement of any claims to which the Owner is a party and to which the inspection of the insurance policy is pertinent.

- d. **Workmen's Compensation:** The operator shall provide and maintain all Workmen's Compensation insurance as required by Massachusetts law.
- e. **Security for Performance:** The Operator shall furnish to the Owner at the time of the execution of this Agreement a Security Bond in the amount of Fifteen Thousand Dollars (\$15,000) to guarantee the good faith performance of this Agreement. The security bond shall be for the full term of this Agreement and shall be issued by a surety company qualified to do business in Massachusetts.
- f. **Premiums:** Premiums for any bonds, insurance policies, or other agreements required by this Agreement shall be paid by the Operator.

5. PAYMENT

a. Bid Amounts:

- 1. The Operator shall pay to the Owner one third of their Price Proposal each year. Payments are due May 1, 2009, May 1, 2010 and May 1, 2011. If a lease is executed after May 1, 2009, the first payment will be due two business days after the date of execution.
- 2. The lease payments are for Summer Operation of the sites known as Good Harbor Beach and Wingaersheek Beach.

- b. **Manner of Payment:** All payments made under this Agreement shall be made by Certified Check made payable to the Treasurer, City of Gloucester.
- c. **Delivery of Payment:** Payment to the Owner shall be delivered in person or by registered mail to the Director of Public Works, as the Authorized Representative of the Owner.
- d. **Apportionment:** In the event of a fire or unavoidable casualty which precludes operation of the concessions under this Agreement, the Owner and Operator agree that a fair apportionment of the Operator's payments under this Agreement shall be made.
- e. **Failure to Pay:** Neglect or failure to pay on the part of the Operator shall be sufficient grounds for the immediate termination of this Agreement and the Owner shall be free in such cases to award a new contract to a third party without incurring any liability to the Operator.

6. DEFAULT, TERMINATION

a. Event of Default Defined: An event of default under this Agreement shall mean and include:

- 1. Failure by the Operator to comply with any of the provisions of this agreement, or with any law, rule or regulation, or any order of the Director of Public Works pertaining to the showers, restrooms or concessions, said failure continuing more than twenty-four (24) hours after the Operator's receipt of written notice of such failure from the Director of Public Works.
- 2. The dissolution or liquidation of the Operator or the filing by the Operator of a petition in bankruptcy or to be adjudicated a bankrupt entity, or any assignment for the benefit of creditors, or any efforts by the Operator to take advantage of any insolvency act.
- 3. Any limitation or cessation of operation by the Operator as a result of any legal action taken against the Operator.
- 4. Failure of the Owner to comply with any provision of this Agreement.

b. Remedies of the Owner Upon Default by Operator: If the Operator shall commit an event of default, the Owner shall have, in addition to any other rights or remedies it may have under this Agreement or under law, the following rights and remedies:

- 1. The Owner may terminate this Agreement at its option, such option to be exercised by written notice to the Operator.
- 2. If the event of default is a dissolution, a filing of a petition in bankruptcy, etc. as described in Section 6.a.2 then termination shall be effective on the date of such dissolution, filing, etc.
- 3. The Owner, in addition to termination of this Agreement, may retain any monies held by or for it, including the security bond in the amount provided in Section 4.e, said monies and bond to be retained by the Owner not as a penalty but as reimbursement for monies expended in preparing the designated site for the use of the Operator and for the loss which would be sustained by the Owner as a result of the termination of this Agreement.

c. Remedies of the Operator Upon Default by Owner: If the Owner shall commit an event of default, the Operator shall have, in addition to any other rights or remedies it may have under this Agreement or under law, the right to terminate this Agreement if said event of default shall continue for thirty (30) days following written notice to the Owner from the Operator specifying such event of default. **Sole remedy of the Operator in law or equity.**

d. Forfeiture of Rights: In the event that this Agreement terminates as herein provided, all rights of the Operator herein shall be forfeited without any claim for damages against the Owner, its officers, and employees.

- e. **No Waiver:** The failure of either party to insist in any one or more instances upon strict performance by the other of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver or relinquishment of any such right or of the right to enforce such performance.
- f. **Surrender of Designated Site:** Upon the termination of this Agreement, whether caused by expiration or default, the Operator shall quit and surrender the designated site and all property therein belonging to the Owner; such designated site and property to be surrendered in the same condition, less reasonable wear and tear, as when the Operator took possession thereof. Only such articles shall be removed by the Operator at the time of surrender as are deemed to be its personal property and do not otherwise become the property of the Owner under the terms of this Agreement.

7. MISCELLANEOUS

- a. **Incorporation of Specifications, etc.:** The Request for Proposal, the Notice of Award, Proposal Forms, Price Proposal Form, Specifications, Addenda and the Proposer's response(s) thereto are hereby incorporated into this Agreement by reference and shall be considered a part of the Agreement between the Owner and Operator.
- b. **Compliance with Applicable Law:** The Operator shall comply with all applicable provisions of federal, state, and local law, ordinance and regulation, including but not limited to the payment of all taxes and the securing of all permits or licenses necessary to the conduct of the Operator's business. Health certificates for employees, where required, shall be secured and posted in a conspicuous place on the premises.
- c. **Modification:** This Agreement may be modified from time to time by a duly executed written agreement between the Owner and Operator.
- d. **Notice:** Notice required by the terms of this Agreement or other communications relating to this Agreement shall be given in writing and shall be deemed to have been duly given if given by mailing a copy of such notice or communication by registered or certified mail to the Director of Public Works in the case of the Owner, and in the case of the Operator, to the address provided by the Operator in its bid for this Agreement or any other address duly filed for that purpose by the Operator with the Director of Public Works; notice may also be given by hand by delivering a copy of such notice to the Director of Public Works, Poplar Street, Gloucester, Massachusetts in the case of the Owner, and, in the case of the Operator, to the Operator or the manager of its contract, authorized representative or any other person in charge of operations at the designated site.
- e. **Assignment of the Agreement:** The Operator shall not sell, assign, transfer, mortgage, or parcel out the license hereby granted, nor any equipment used in the exercise of this license, nor any interest therein, nor consent, allow or permit any other person or party to use any part of the premises or spaces covered by this Agreement; nor shall this Agreement be transferred by operation of law, it being the purpose and intent of this Agreement that the rights and privileges under this Agreement are granted solely to the Operator named herein.
- f. **Severability:** If any one or more of the provisions of this Agreement is held to be contrary to law, then such provision or provisions shall be deemed severable from and shall in no way affect the validity of the remaining provisions.
- g. **Governing Law:** This Agreement is made in the Commonwealth of Massachusetts and shall be governed by the laws thereof.
- h. **Relationship of the Parties:** No party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party and nothing in this Agreement shall be deemed to constitute either party a partner, agent, or representative of the other party or to create any fiduciary relationship between the parties.
- i. **Counterparts of the Agreement:** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

8. SPECIFICATIONS AND GENERAL CONDITIONS

- a. **Applicability to All Sites:** Unless otherwise indicated by the content of a specific provision, the specifications and conditions of this article shall be deemed applicable to each site of operation, Good Harbor Beach and Wingaersheek Beach.
- b. **Alcoholic Beverages Prohibited:** No alcoholic liquors or fermented beverages shall be sold or consumed upon the premises.
- c. **Equipment:** The Operator shall, entirely at his expense, furnish, provide, and install all equipment necessary to his operations which is not installed at the date of the execution of this Agreement. All plans and specifications for equipment to be so installed by the Operator shall be submitted to the Director of Public Works for approval, in writing, prior to installation and use and it is the responsibility of the Operator to ensure that such equipment is duly inspected and approved by all relevant state and local regulatory bodies.
- d. **Utilities:** The Operator shall assume and be entirely responsible for all costs of and relating to utilities, including but not limited to water, sewer, gas, telephone, security alarm, and electricity. These costs also shall include the cost of opening operations in the Spring and of closing operations in the Fall; and any extended opening time for required owner repairs. Fall closing is not to be deemed completed until the Operator has drained all water piping and the building has been inspected by the Public Properties Division of the DPW at the Operator's request.

- e. **Dispensing Containers:** The Operator shall use only paper or plastic plates, cups, or other containers or accessories for the purpose of dispensing refreshments. Under no circumstances are glass or Styrofoam or polystyrene containers or accessories to be used for such dispensing or service. No *plastic* straws with the scoop on one end shall be dispensed with the sale of "slush" or for any other purpose.
- f. **Site Cleaning and Rubbish Disposal:** The designated site shall be kept clean and adequately maintained at all times. All waste, garbage, and rubbish shall be deposited regularly in designated containers, provided by the owner, outside of the building in which the operations are conducted. At the close of business each day, all remaining waste, etc., shall be so deposited. The Operator shall make every reasonable effort to maintain the premises in a manner which eliminates flies, ants, and other insects and pests. The Operator shall maintain in a clean and orderly manner an area within a fifty (50) foot radius of the *perimeter of the building*. The Operator may provide its own trash receptacles outside of and adjacent to the building, and shall be responsible for the removal and disposal of all trash, waste, and rubbish collected therein. Failure by the Operator to fulfill this condition shall entitle the Owner to enter in or upon the premises to clean the area and to recover the cost of such cleaning from the Operator. The Operator shall deliver, with the first lease payment, a \$500 refundable deposit to be utilized by the Owner if the Operator fails to maintain the area.
- g. **Parking Facilities:**
1. Operation of the parking facilities adjacent to the designated site and owned by the Owner shall remain in the Owner's direct control and may be affected by changes in municipal policy.
 2. NO GUARANTEE IS HEREIN EXPRESSED OR IMPLIED that existing conditions will prevail and the operation of said parking facilities will not be a matter of discussion or negotiation with regard to this Agreement or its economic impact upon the Operator.
 3. Employees of the Operator shall use the *designated public* parking areas adjacent to the *designated site* and shall not park in such a manner as to block access *to the designated site or to the beach* by Emergency vehicles, *maintenance vehicles or vendors*.
 4. *There shall be NO parking around the designated site (building).*
 5. *Employees of the Operator shall have a current City of Gloucester vehicle beach sticker in order to enter and park in the vehicle parking lot.*
 6. *At Good Harbor beach the pipe gate between the parking lot and the concession building shall be kept closed and secured when not in actual use.*
- h. **Operating Schedule:** The applicable months, days, and hours of operation are as follows:
The concessions *may be in operation during the months of May and September, and shall be in operation daily from Memorial Day to Labor Day, weather permitting. The hours of operation shall be from 9:00 a.m. to 6:00 p.m., with the option to open at 8:00 a.m. and/or to stay open no later than 8:00 p.m. from Memorial Day to Labor Day, weather permitting. If the concession is in operation, the showers and restrooms must be open.*
- i. **Suspension of Operation:** The Operator, at his discretion, may temporarily suspend operation due to inclement weather. In the event of such suspension, the hours of operation lost due to the suspension may be recovered through the extension of operating hours. *If the Parking Lot is attended, the concession, showers and restrooms must be open.*
- j. **Inspection and Work by Owner:** The Owner or its Authorized Representative or agent shall have the right at any and all reasonable times to enter and inspect the designated site, and to perform required repair, maintenance, and alterations.
- k. **Signs:** The Operator shall not attach to the building or install on any location on the designated site any display signs or other advertisement without the prior written approval of the Authorized Representative. Any substantial change in existing signs shall also require such prior written approval. The Operator will install signs outside the concession areas with the name, telephone number and address of the Operator for complaints.
- l. **Repairs, Alterations, and Maintenance:** The Operator shall not make any changes, additions, or improvements in the concession buildings unless such work has received the prior written approval of the Authorized Representative. All such work shall be performed solely at the Operator's expense and any article or equipment affixed, attached, or built into the building by the Operator shall be surrendered to and become the property of the Owner at the termination of this Agreement, regardless of the cause of said termination, unless otherwise agreed to in writing by the Owner prior to the placing of such articles on the premises or the performance of such work. The Operator, at its own expense, shall perform all needed food service equipment repairs and alterations or changes to the interior of the building initiated for business reasons (not maintenance or repair) The Owner, at its own expense, shall perform all needed routine and capital maintenance including plumbing, electrical, and carpentry; and shall maintain and be responsible for both the interior and exterior of the building. If the City is required to complete repairs due to the negligence of the Operator, the cost may be billed to the Operator. The Operator must notify the Owner regarding a request for repairs. If an emergency concession or restroom area repair is required, and the Operator is not able to contact an authorized representative of the Owner, the Operator shall contact the emergency vendor from a list provided by the Owner. The Operator should notify the Owner as soon as possible of the emergency and its actions.

In addition to the maintenance duties otherwise provided, the Operator shall be responsible for removing shutters from the building in the Spring and replacing shutters on the building in the Fall.

- m. The Operator of the Good Harbor Beach and/or Wingaersheek Beach site shall observe and fulfill the following special conditions:
1. In addition to the Operator's duties in Section 4 of this agreement, the Operator of Good Harbor Beach and Wingaersheek Beach shall cause to be included in the insurance provided and maintained by it under this Agreement adequate and sufficient insurance to protect the Owner from loss or other property damage by vandalism or other causes.
 2. Under the terms of this Agreement, the Operator of Good Harbor and/or Wingaersheek shall be entitled to the use and control of the main store or refreshment room, and storage areas contained therein. Free public access to the surrounding walkways shall be maintained by the Operator and the Operator shall be responsible for maintaining this area in a clean manner.
 3. The Operator shall allow employees of the Owner the use of installed telephone facilities for the conduct of official business.
 4. At Good Harbor the Operator may also use and control the attached outside accessed storage area on the north side of the building. At Wingaersheek the Operator may use and control the attached outside accessed storage areas (2) on the north side of the building.

The restrooms and showers will be cleaned on an hourly basis in accordance with the attached check list of cleaning tasks and may be closed for up to 10 minutes each hour for the cleaning process. The Operator will maintain a cleaning log for each of the restrooms. As the restrooms are cleaned each hour, the person responsible for the cleaning will sign off on the log, indicating that the restrooms have been cleaned and serviced. These logs will be kept on file for the season and may be inspected by the DPW Director or his representative at any time during the season. If, at any time, a specific problem is identified by the public or City personnel that requires immediate attention such as a clogged toilet or lack of toilet paper, the Operator will respond immediately to resolve the problem. If the problem cannot be resolved by the Operator without the assistance of the City, the Public Properties Division of the DPW shall be immediately notified that a problem exists that needs their attention. Failure to comply with the cleaning requirements of this contract may result in forfeiture of the overall contract.

CLEANING DUTIES AND RESPONSIBILITIES

- UNLOCK AND OPEN THE SHOWERS AND MEN'S AND LADY'S ROOM DOORS AT THE BEGINNING OF THE DAY
- SWEEP FLOOR AS NEEDED THROUGHOUT THE DAY
- CLEAN AND WIPE DOWN ALL SINKS AND FAUCETS AS NEEDED THROUGHOUT THE DAY
- CLEAN ALL TOILET BOWLS AND TOILET SEATS AS NEEDED THROUGHOUT THE DAY
- CLEAN ALL URINALS AS NEEDED THROUGHOUT THE DAY
- MONITOR FEMININE NAPKIN DISPOSAL CONTAINERS THROUGHOUT THE DAY AND CHANGE AS NEEDED
- MONITOR TOILET PAPER HOLDERS THROUGHOUT THE DAY AND RESTOCK WHEN NEEDED
- CLEAN SHOWER AREAS AS NEEDED THROUGHOUT THE DAY
- CLEAN SAND TRAPS IN SHOWERS AT GOOD HARBOR AND WINGAERSHEEK DAILY
- CLEAN AND MAINTAIN AREAS AROUND THE OUTSIDE OF THE RESTROOMS AND CONCESSION AREA THROUGHOUT THE DAY
- AFTER FINAL CLEANING OF THE DAY, MAKE SURE THERE IS ENOUGH TOILET PAPER IN PLACE TO START OFF THE NEXT DAY.
- CHECK SHOWERS BEFORE LEAVING AND MAKE SURE NONE OF THE VALVES ARE STUCK IN THE "ON" POSITION
- CHECK TOILETS FREQUENTLY FOR CLOGGING. IF CLOGGED ATTEMPT TO CLEAR WITH PLUNGER. IF UNABLE TO CLEAR THE BLOCKAGE, CONTACT THE DPW IMMEDIATELY
- AT THE END OF THE DAY, LOCK THE MEN'S AND LADY'S ROOM DOORS BEFORE LEAVING
- HOURS OF OPERATION: SEE OPERATING SCHEDULE PAGE 14

CONTRACT SIGNATURES:

In witness thereof, the parties to these present have hereunto set their hands and seals.

Authorized Agent of the City:

The undersigned hereby certifies under pains and penalties of perjury that this contract is executed in accordance with a prior approval of the City and that all of the applicable provisions of M.G.L. c.149, §44J have been complied with.

_____	Date	Telephone
Authorized Signature - Mayor Kirk	_____	978-281-9700

Contract Manger - Mark Cole	_____	978-281-9785

Purchasing Agent- Donna Compton	_____	978-281-9710

Certification of Awarding Authority Auditor/Accountant:

The undersigned hereby certifies that an officer or agent of the Awarding Authority has been authorized to execute this contract and to approve all requisitions and change orders.

_____	Date	Telephone
Auditor – Marcia McInnis	_____	978-281-9730

Approval of Legal Counsel of Awarding Authority as to form:

The undersigned hereby approves this contract as to matters of form.

_____	Date	Telephone
General Counsel – Suzanne Egan	_____	978-281-9727

Contractor's Authorized Signatory

The undersigned hereby certifies under pains and penalties of perjury that the Contractor is not presently debarred from doing pubic construction work in the Commonwealth.

_____	Title	Date
Authorized Signature - Contractor	_____	_____
_____	Telephone	Fax
Print or Type Name	_____	_____
_____	Email Address	
Name of Company	_____	
_____	Business Address	
Business Address	_____	

SUCCESSFUL PROPOSER ONLY

A COPY OF THIS FORM IS TO BE RETURNED TO THE PURCHASING DEPARTMENT WITH YOUR SIGNED CONTRACT. THE PROPOSER WILL SUBMIT THE FORM TO DCAM.

SUCCESSFUL PROPOSER DISCLOSURE OF BENEFICIAL INTEREST IN REAL ESTATE

MGLc 7, S 40J, requires disclosure of all beneficial interests in real property acquired or disposed of by a public agency. The selected proposer's disclosure of beneficial interests must be filed with the Commissioner of the Division of Capital Asset Management (DCAM). No contract to lease or sell property is valid until the buyer or lessee files this form with DCAM. A form for this purpose is attached. An updated disclosure form must be filed within 30 days of any change in beneficial interests during the lease term.

Disclosure of Beneficial Interests in Real Prop. Transaction

This form contains a disclosure of the names and addressees of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by MGLc 7 Sec. 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

- 1. Public agency involved in this transaction: **City of Gloucester, MA.**
- 2. Complete legal description of the property: **Good Harbor Beach Concession Wingaersheek Beach Concession
99 Thatcher Road 232 Atlantic Street
Gloucester, MA. 01930 Gloucester, MA. 01930**

- 3. Type of transaction: Sale: N/A Lease or rental from **City of Gloucester, Ma.**
 - a. Seller: N/A Lessor: **City of Gloucester, Ma**
 - b. Purchaser N/A Lessee:

4. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. **Note:** if a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name	Address

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position

5. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item #1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item #4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

Signature _____ Date _____
 Printed name _____ Title _____



CITY OF GLOUCESTER

GLOUCESTER, MASSACHUSETTS - 01930

OFFICE OF THE ASSESSORS

January 20, 2009

To: Donna Compton, Purchasing Agent

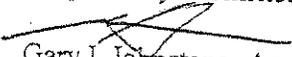
From: Gary Johnstone, Assessor

Re: Good Harbor and/or Wingersheek Beach Concessions Leases

The Good Harbor Beach Concession is situated on the property noted as 99 Thatcher Road (Map 184 and Lot 3). The structure is a 1930 concrete block building of below average quality which is in average condition and features approximately 1,872 square feet of area with an additional 432 square feet of canopy area. The Wingersheek Beach Concession is situated on the property noted as 232 Atlantic Street (Map 256 and Lot 52). The structure is a 1958 concrete block building of below average quality which is in fair condition and features approximately 2,763 square feet of area with an additional 1,150 square feet of canopy area.

Rental or lease data for similar concession properties is difficult to find as these are the only two beach concessions within the community and as few nearby communities have similar beach concessions. The nearby community of Manchester-By-The-Sea leases a beach concession at Singing Beach for a three season period at \$16,510 for the 1st year, \$17,510 for the 2nd year and \$18,510 for the final season with this lease considered of lower value as the beach is less significant in terms of overall use. The community of Marblehead leases a beach concession at Deveraux Beach for a five season period at \$35,222 per season with another five season option with this lease considered of higher value as the concession benefits from beach and non beach customers due to the orientation of the concession to the main roadway. The Good Harbor Beach Concession had previously been leased for a three season period at a figure of \$85,656 which appeared to be at market level. The Wingersheek Beach Concession had previously been leased for a three season period at a figure of \$76,053 which also appears to have been at market level. Given the limited lease data, it is the opinion of the assessing staff that the past historical lease figures would be the most reasonable and appropriate lease indicators for the subject properties. The past three season concession lease figures have been relied upon in formulating a recommended three season concession lease amount for both the Good Harbor Beach Concession which averaged \$28,552 per year and the Wingersheek Beach Concession which averaged \$25,531 per year or with a three year combined total lease in the range of \$153,186 to 171,312 appearing reasonable.

Respectfully submitted,


Gary I. Johnstone, Assessor

9 Dale Avenue - Gloucester, MA 01930
telephone - (978) 281-9715

Monday - Wednesday & Friday 8:30 am - 4:00 pm
Thursday 8:30 am - 6:30 pm
Memorial Day to Labor Day Close @ 12:30 Friday

CURRENT OWNER
 GLOUCESTER CITY OF
 9 DALE AV
 GLOUCESTER, MA 01930
 Additional Owners:

UTILITIES
 0184 0003 001

LOC. ADDRESS
 108
 GLOUCESTER, MA

EXEMPTIONS
 Code Description
 9030 EXEMPT
 9030 EXM LAND

RECORD OF OWNERSHIP
 GLOUCESTER CITY OF
 GIS ID: 9748

ASSOCIATED DATA
 ASSOC PID#
 01/01/1938

SALE PRICE
 0

SALE DATE
 01/01/1938

SALE PRICE P.C.
 0

APPRASSED VALUE
 Code Description
 9030 EXEMPT
 9030 EXM LAND

ASSESSED VALUE
 Code Description
 9030 EXEMPT
 9030 EXM LAND

PREVIOUS ASSESSMENTS (HISTORY)

Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
2009	9030	72,200	2009	9030	72,200
2009	9030	14,286,800	2009	9030	14,286,800
Total:		14,359,000	Total:		14,359,000

OTHER ASSESSMENTS

Year	Type	Description	Code	Amount	Number	Comm. Int.
Total:				14,359,000		

ASSESSING NEIGHBORHOOD
 STREET INDEX NAME: TRACING
 BATCH

NOTES
 EXEMPT
 11 GOOD HARBOR BEACH PARKING SPACES
 LEASED TO GOOD HARBOR BEACH INN ALONG
 WITHAM STREET
 144SF PUMPING STATION AT CORNER OF
 WITHAM STREET AND THATCHER ROAD

APPRASSED VALUE SUMMARY

Appraised Bldg. Value (Card)	72,200
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	14,286,800
Special Land Value	0
Total Appraised Parcel Value	14,359,000
Valuation Method:	C
Adjustment:	0
Net Total Appraised Parcel Value	14,359,000

BUILDING PERMIT RECORD

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments
7251-612	08/22/2007	CM	Commercial	10,000		0		REPAIR EXISTING PU
4772-452	06/14/2005			10,000		0		REPAIR FOOTBRDGI
2276-166	03/25/2003			1,000		0		REPAIR FOOT BRIDG

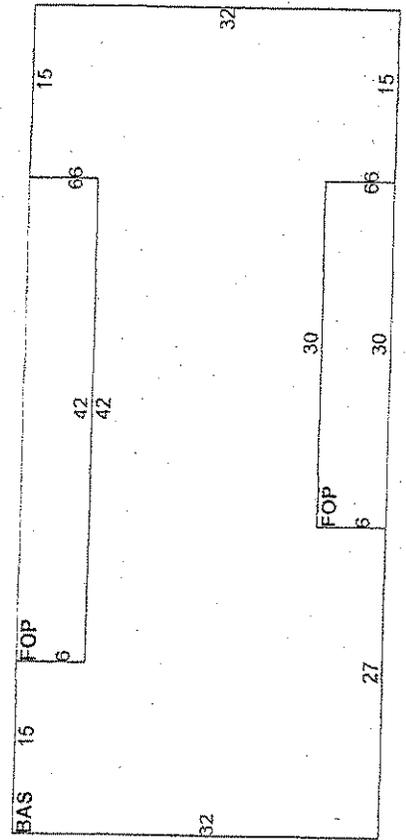
LAND LINE VALUATION SECTION

B Use Code	Use Description	Zone	D	Frontage	Depth	Units	Unit Price	Unit Value	I. Factor	S.A.	Disc	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing	Adj. Unit Price	Land Value
1	9030 CITY C	R-3				43,560 SF	3.32	144,600.00	1.00	5	1.0000	1.00	C15	13.00			43.16	1,880,100
1	9030 CITY C	R-3				6.60 AC	144,600.00	1.00	0	1.0000	1.00	C15	13.00				1,879,800.00	12,406,700
Total Card Land Units: 7.60 AC Parcel Total Land Area: 7.6 AC																		
Total Land Value: 14,286,800																		

CONSTRUCTION DETAIL (CONTINUED)

Element	Ch.	Description	Code	Ch.	Description	Unit	Cost	Value
Style	12	Commercial						
Model	04	Commercial						
Grade	02	Below Average						
Stories	1							
Occupancy	1							
Exterior Wall 1	15	Concr/Cinder	9030	CITY C				
Exterior Wall 2								
Roof Structure	03	Gable/Hip						
Roof Cover	03	Asph/F Gls/Cmp						
Interior Wall 1	02	Wall Brd/Wood						
Interior Wall 2								
Interior Floor 1	04	Concr Abr Grad						
Interior Floor 2								
Heating Fuel	01	None						
Heating Type	01	None						
AC Type	01	None						
Bldg Use	9030	CITY C						
Total Rooms	00							
Total Bedrms								
Total Baths	2							
Heat/AC	00	NONE						
Frame Type	03	MASONRY						
Baths/Plumbing	01	LIGHT						
Ceiling/Wall	01	SUSP-CEIL ONLY						
Rooms/Prns	01	LIGHT						
Wall Height	8							
% Conn Wall	0							

OB-OUTBUILDING & YARD ITEMS(L) / XP-BUILDING EXTRA FEATURES(B)														
Code	Description	Sub	Sub	Units	Unit Price	Nr	Code	Dep	RI	Chd	%Cnd	Apr	Val	Rate
BUILDING SUB-AREA SUMMARY SECTION														
	Living Area			1,872			1,872						60.79	
	Gross Area			432			432						15.20	
	Eff. Area			108			108							
	Underprec. Value												113,791	
													6,565	
TOTAL Gross Liv/Lease Area: 1,872 2,304 1,980 120,356														



No Photo On Record

Year	Type	Description	Code	Amount	Number	Comm. Int.
EXEMPTIONS						
Total: 10,706,900						
OTHER ASSESSMENTS						
Total: 10,706,900						

Year	Type	Description	Code	Assessed Value	Yr. Code	Code	Assessed Value
PREVIOUS ASSESSMENTS (HISTORY)							
2009			9030	10,609,800	008	9030	97,100
2009			9030	10,609,800	007	9030	10,609,800
Total: 10,706,900							

Year	Type	Description	Code	Assessed Value	Yr. Code	Code	Assessed Value
RECORD OF OWNERSHIP							
GLOUCESTER CITY OF							
GLOUCESTER, MA 01930 0000							

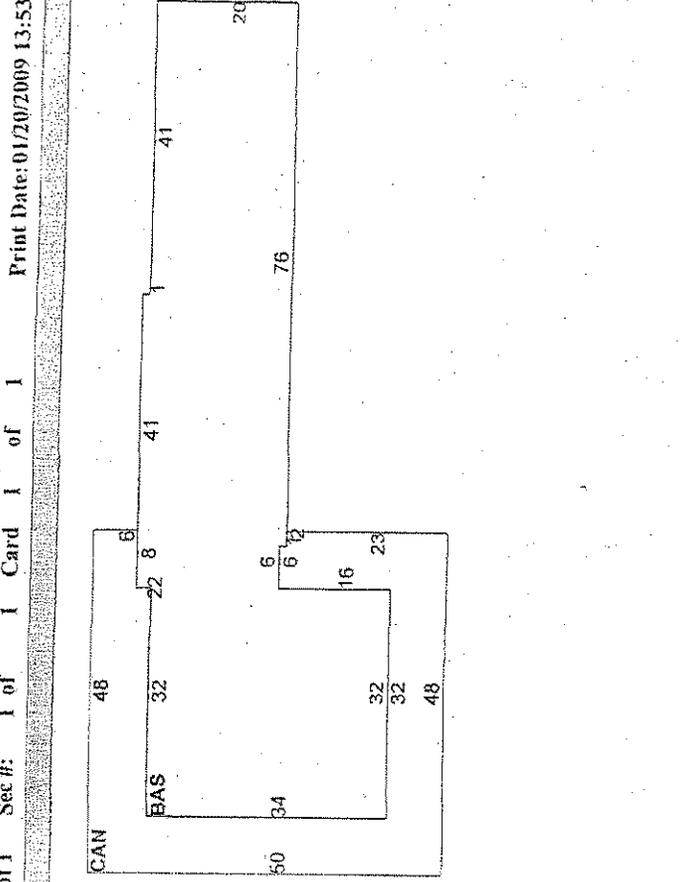
Year	Type	Description	Code	Assessed Value	Yr. Code	Code	Assessed Value
APPRaised VALUE SUMMARY							
Appraised Bldg. Value (Card) 97,100							
Appraised XF (H) Value (Bldg) 0							
Appraised OB (L) Value (Bldg) 0							
Appraised Land Value (Bldg) 10,609,800							
Special Land Value 0							
Total Appraised Parcel Value 10,706,900							
Valuation Method: C							
Adjustment: 0							
Net Total Appraised Parcel Value 10,706,900							

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments
BUILDING PERMIT RECORD								
Total: 10,706,900								

Date	Type	IS	ID	Ca	Purpose/Result
VISIT/CHANGE HISTORY					
10/7/2004		AS	VI	VISIT	INSPECTIO
8/30/2004		AS	VI	VISIT	INSPECTIO
1/8/1981					

B #	Use Code	Use Description	Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	S.A.	Disc	Acres	C. Factor	ST. Idx	Adj.	Notes- Adj.	Special Pricing	Adj. Unit Price	Land Value
1	9030	CITY C	R-2				43,560 SF	3.32	1.00	5	1.0000	1.00	1.00	C15	13.00	UPLANDS		43.16	1,880,100
1	9030	CITY C	R-2				6.10 AC	144,600.00	1.00	0	0.6000	1.00	1.00	C15	13.00	UPLANDS		1,127,880.00	6,880,100
1	9030	CITY C	R-2				91.00 AC	13,500.00	1.00	0	0.6000	0.15	0.15	C15	13.00	BEACH		15,795.00	1,437,300
1	9030	CITY C	R-2				52.20 AC	13,500.00	0.45	1	1.0000	0.10	0.10	C15	13.00	MARSH		7,897.50	412,300
Total Card Land Units: 150.30 AC Parcel Total Land Area: 150.3 AC																			
Total Land Value: 10,609,800																			

VISION



CONSTRUCTION DETAIL		Element	Cd	Ch	Description	Unit	Price	%	Area	Value
12	Commercial	Commercial								
94	Commercial	Below Average								
15	Concrete	Concr/Cinder								
01	Flat	T&G/Rubber								
04	Masonry	Minim/Masonry								
04	Concrete	Concr Abv Grad								
01	None	None								
01	None	None								
01	None	None								
9030	CITY C									
00	Heat/AC									
03	Frame Type									
01	Baths/Plumbing									
01	Ceiling/Wall									
01	Rooms/Prtns									
8	Wall Height									
0	% Conn Wall									

CONSTRUCTION DETAIL (CONTINUED)		Element	Cd	Ch	Description	Unit	Price	%	Area	Value
MIXED USE										
9030 CITY C Percentage 100										
COST/MARKET VALUATION										
Adj. Base Rate: 54.07										
Section RCN: 161,837										
Net Other Adj: 0.00										
Replace Cost: 161,837										
AYB: 1958										
EYB: 1988										
Dep Code: 3										
Remodel Rating: 40										
Year Renodeled: 0										
Dep %: 0										
Functional Obsinc: 0										
External Obsinc: 0										
Cost Trend Factor: 1										
Status: 60										
% Complete: 97,100										
Overall % Cond: 0										
Apprais Val: 0										
Dep % Ovr: 0										
Dep Ovr Comment: 0										
Misc Imp Ovr Comment: 0										
Cost to Cure Ovr: 0										
Cost to Cure Ovr Comment: 0										

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)		Sub	Descrpt	1/B	Units	Unit Price	%	Area	Value
BUILDING SUB-AREA SUMMARY SECTION									
Code	Description	Living Area	Gross Area	Eff Area	Unit Cost	Indeprec. Value			
BAS	First Floor	2,763	2,763	2,763	54.07	149,401			
CAN	Canopy	0	1,150	230	10.81	12,437			
Ttl. Gross Liv/Lease Area:		2,763	3,913	2,993		161,837			

No Photo On Record

City of Gloucester, MA 01930

TO: Jim Duggan, Chief Administrative
Officer

DATE: January 23, 2009 (Initial draft 12/10/08)

FROM: Barry McKay, Fire Chief B

COPIES TO: City Council

RECEIVED

JAN 23 2009

SUBJECT: State Equipment grant award notification

Mayor's Office

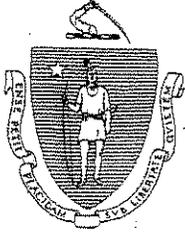
REFERENCE: Attached notice of grant award and related grant application/contract documents

I am requesting the Administration forward to the City Council the attached grant award notification for \$10,992.00 for acceptance of the grant. This grant is specifically for four new portable radios, and accessories. The City Council approved the grant application in October or November 2008. As you are aware, the commitment has been made to purchase ten new portable radios each year over four years to have 40 new, high quality, more powerful portable radios in the Fire Department.

These new radios will replace the Motorola brand HT1000 portable radios we had purchased for the department beginning in 1997 primarily through grants. The HT1000 portable radios cost between \$800 and \$1,000. The HT1000 portable radios are no longer being manufactured. The HT1000 portable radios are aging causing transmission range deterioration and the need for repairs is increasing. We have had a number of radio returned to us as not repairable due to corrosion primarily due to the water infiltration. Our fire fighters and there radios are exposed to water used for fire extinguishment as well as rain and snow at emergency scenes. Also a number of our portable radios have been damaged beyond repairs such as the portable radio fire fighter Rick Gallant was wearing on the night he was struck by a car on Route 128, as he extinguished a car fire, and was seriously injured. The portable radio was destroyed.

The replacement portable radio choice is a Motorola XTS5000 with six watts of transmit power (i.e., the HT1000 portable radios had 5 watts of transmit power) and are fully submersible into 3 feet of water. This latter feature should eliminate the surface water infiltration that has caused corrosion to the electronics inside our portable radios over many years. A number of area fire departments including Marblehead and Beverly have already put these radios in service and thus they have been tested under fire fighting and emergency operations. The feedback I have received is they are working well. As with the cost of all new and better equipment the price for these portable radios has increased to nearly \$2,500 each not including the chargers, programming and permanent engraving done for ease of inventory control.

This grant is supplemented by a City Council vote authorizing the use of \$15,300 from the revolving fund for tower/high angle rescue. The authorization vote was approved at the 12/16/08 City Council Meeting. The City's General Counsel, after reviewing the wording of the zoning provision that established a fee for cell towers to pay for tower rescue training, and equipment to support this program, agreed that the language allowed the use of the funds collected for the portable radios. Thus, the \$15,300 will allow the purchase of six additional portable radios and accessories (ex. chargers for the rechargeable batteries) for a total of ten new portable radios to start the four year portable radio replacement program.



DEVAL L. PATRICK
GOVERNOR
TIMOTHY P. MURRAY
LT. GOVERNOR
KEVIN M. BURKE
SECRETARY

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services

P.O. Box 1025 ~ State Road
Stow, Massachusetts 01775
(978) 567-3100 Fax: (978) 567-3121



STEPHEN D. COAN
STATE FIRE MARSHAL
THOMAS P. LEONARD
DEPUTY STATE FIRE MARSHAL

December 5, 2008

Chief Barry S. McKay
Gloucester Fire Department

Dear Chief McKay:

I am pleased to inform you that your FY 2009 Firefighting Equipment grant application has been approved for funding. The Gloucester Fire Department has been awarded \$10,992.00 in state funds.

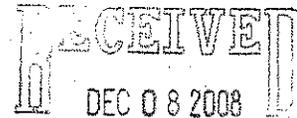
Your department's executed grant agreement is enclosed. Fire departments may begin to incur costs upon receipt of the executed grant agreement. Funds will be electronically distributed on or about December 15, 2008. The grant award funds must be expended within 12 months of receipt.

Enclosed is a grant year-end report that must be submitted to the Department of Fire Services once funds have been fully expended, but no later than January 31, 2010.

We appreciate your cooperation throughout the application process and congratulate your department for taking advantage of this opportunity to secure funds. If you have any questions please feel free to contact Lorie Anderson at 978-567-3722 or by email at Loretta.Anderson@state.ma.us.

Sincerely,

Stephen D. Coan
State Fire Marshal





Application Cover Sheet
Firefighting Equipment Grant Program

Must Be Received
No Later Than
5:00 PM October 17, 2008

DATE: 10/7/08

To: Department of Fire Services

I am pleased to submit this application and the required documents to the Department of Fire Services through the Commonwealth's *Firefighting Equipment Grant Program*. I have reviewed and agree to abide by the Firefighting Equipment Grant Program requirements.

Funding Request: \$10,992.00 (should not exceed eligible amount)

Fire Department: Gloucester

CEO/Fire Chief Name: Barry S. McKay

CEO/Fire Chief Signature: _____

Address: 8 School Street

City: Gloucester

State: MA Zip: 01930-3529

Phone: 978-291-9780

Fax: 978-281-9822

E-mail: bmckav@ci.gloucester.ma.us

Check here if you are pooling your funds from this program with another Fire Department(s).

Name of Fire Department(s): _____

IV. Department Equipment

Name of Item	Unit Cost	Quantity	Total Cost
Hand Tools (Halligans, axes, bars, etc.), Ropes (Rescue & Individual Safety and Hardware			
Handheld Global Positioning System (GPS)			
Air Cycle Cascade			
Accountability Boards/Mobile Command Consoles			
Personnel Accountability Systems including Computer Software Packages			
SCBA Compressor Equipment			
Directional Hose Exit Device System			
Hose & Nozzles			
PPV Fans			
Diesel Exhaust Removal Systems			
Hose Testers			
Portable Fire Pumps			
Portable Water Tanks			
Safety Vests, Cones and Signage			
		Subtotal	

V. Rehab Systems

Name of Item	Unit Cost	Quantity	Total Cost
Tents			
Coolers			
Heaters			
		Subtotal	

VI. Fire Department Communication Equipment

Name of Item	Unit Cost	Quantity	Total Cost
Individual/Portable Radios	\$2,612.07	4	\$10,448.28
Portable Repeaters			
Radio Interconnect Systems			
Satellite Phones			
Portable Radio Support Equipment, including Battery Chargers and Battery Conditioners	\$543.72	1	\$543.72
Computer Systems (integrated/wireless for Incident Management/Unified Command-no general use computers)			
Portable Meteorological Station			
Crisis Management Software			
Pager Notification Systems			
In Suit Communications Systems			
Mobile Radios and Repeaters for Fire Department Vehicles			
Vocal Alarm Systems			
Communication Support Equipment to include Comparators, antennas, Communication Consoles and Interface Systems			

WORKSHEET C

BUDGET SUMMARY AND APPLICATION CHECKLIST

PART I: BUDGET SUMMARY

PLEASE COMPLETE THE FOLLOWING BUDGET SUMMARY WITH THE TOTAL COST FIGURES AS THEY APPEAR ON WORKSHEETS A AND B.

	TOTALS
Worksheet A: Total Cost from the Approved Firefighter Equipment Request Form	\$10,992.00
Worksheet B: (If applicable) Total Cost from the Request for Waiver for the Purchase of Firefighter Safety Equipment	
Total Equipment Cost (Add totals from Worksheets A & B)	\$10,992.00

Please note that the total funds requested must equal your eligible award amount as stated in the attachment. Please note also that the grant funds shall be expended within 12 months of receipt of the funds. If the equipment cost is higher than your award amount, indicate in your narrative if local funds are used to pay the difference.

Part II: Application Checklist

Please verify that all applicable worksheets and the required contractual documents are signed by the designated signature authority and place a check mark next to each required document. Completed applications must include all of the following documents:

- Cover Sheet
- Worksheet A: Approved Firefighter Safety Equipment
- Worksheet C: Budget Summary and Application Checklist
- Program Narrative
- Contractor Authorized Signatory Listing
- Contract

PROGRAM NARRATIVE

(MAXIMUM 1 PAGE)

The Gloucester Fire Department (GFD) is please to submit this grant request for replacement portable radios. The GFD established a goal in 1997 to expand the number of portable radios for one per piece of apparatus (pumps, ladder trucks, ambulances and staff vehicles) to one portable radio assigned to each fire fighter on duty. This goal was to improve fire fighter safety so that all fire fighters on duty could radio a mayday for any emergency, hear all radio transmissions, and if necessary, be contacted directly. The radio chosen for standardization was the Motorola HT1000 portable radio. Over the intervening years, the department was able to achieve the goal of each fire fighter on duty having a portable radio assigned while on duty.

In recent years, a number of our HT1000 portable radios have been damaged due to water infiltration causing corrosion or have been damaged beyond repair. Our annual operating budget would normally allow for one or two replacement HT1000 radios to be purchased per year. These purchases have allowed the department to keep all on duty fire fighters equipped with a portable radio. However, the HT1000 portable radios have now been phased out in favor of digital portable radios that have been made more rugged and water resistant for fire service use.

The cost of the replacement portable radios have nearly tripled in cost compared to the HT1000 model. Our ability to purchase one or two radios each year has been reduced due to budget reductions and the increased cost of radios. The Fire fighters Union, City Administration and Fire Chief have agreed that replacing portable radios is the number one equipment priority. This grant will allow the Department to start the conversion to the newer, more rugged and water proof digital radios. With several new portable radios and the remaining HT1000 portable radios, I hope to maintain the ability to have each fire fighter on duty with a reliable portable radio for safety and operational efficiency.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: City of Gloucester
CONTRACTOR VENDOR/CUSTOMER CODE: VC0000104622

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

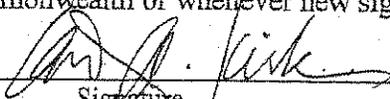
For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

SECTION 1

AUTHORIZED SIGNATORY NAME	TITLE
Carolyn Kirk	Mayor

SECTION 2

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor, I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.



Signature

Date: 10/7/08

Title: Mayor

Telephone: 978-281-9700

Fax: 978-281-9738

Email: ckirk@ci.gloucester.ma.us

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

This form, to be used for New Contracts and Contract Amendments/Renewals, is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors should only complete sections marked with a "➔". For instructions and hyperlinks (italics), please view this form at www.mass.gov/osc under Guidance For Vendors - Forms or at www.mass.gov/osd under OSD Forms.

➔ Contractor Legal Name Gloucester Fire Department (and d/b/a):	Department MMARS Alpha Code and Name: DFS Department of Fire Services.	
➔ Legal Address (from W-9): 8 School Street, Gloucester MA 01930-3529	Business Mailing Address: PO Box 1025, State Road, Stow, MA 01775	
➔ Payment Remittance Address (from W-9): SAME	Billing Address (if different):	
➔ Contract Manager: Barry S. McKay, Chief	Contract Manager: Thomas P. Leonard, Deputy State Fire Marshal	
➔ E-Mail Address: bmckay@ci.gloucester.ma.us	➔ Phone: 978-281-9760	E-Mail Address: Tom.Leonard@state.ma.us
➔ Fax: 978-281-9822	➔ TTY:	Phone: 978-567-3125
➔ State of Incorporation (if a corporation) or "N/A": N/A	Fax: 978-567-3121	TTY:
➔ Vendor Code: VC0000104622	MMARS Doc ID(s):	
MMARS Object Code: P01	RFR/Procurement or Other ID Number (if applicable):	
	Account(s) Funding Contract: 8324-0000	

NEW CONTRACT

COMPENSATION (Check only one):
 ___ Total Maximum Obligation of this Contract \$ _____
 Rate Contract (Attach details of rate(s) units and any calculations):

The following **COMMONWEALTH TERMS AND CONDITIONS** for this Contract has been executed and filed with CTR (Check only one):
 Commonwealth Terms And Conditions
 ___ Commonwealth Terms And Conditions For Human And Social Services

PROCUREMENT OR EXCEPTION TYPE (Check one option only):
 ___ Single Department Procurement/Single Department User Contract
 ___ Single Department Procurement/Multiple Department User Contract
 ___ Multiple Department Procurement/Limited Department User Contract
 ___ Statewide Contract (OSD or an OSD-designated Department)
 Grant (as defined by 815 CMR 2.00)
 ___ Emergency Contract (attach justification)
 ___ Contract Employee (Complete Employment Status Form)
 ___ Collective Purchase (attach OSD approval)
 ___ Legislative/Legal Exemption (attach authorizing language)
 ___ Other (Specify and attach documentation):

ANTICIPATED START DATE: 11-21-08 (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)
CONTRACT END DATE: 6-30-15

CONTRACT AMENDMENT/RENEWAL

ENTER CURRENT CONTRACT START and END DATES (prior to amendment)
 Current Start Date: _____ Current End Date: _____

COMPENSATION: (Check Either, "No Compensation Change", "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.)
 ___ NO Compensation Change (Skip to "OTHER" section below and select change)
 ___ Redistribute Budget Line Items (No Maximum Obligation Change)
 ___ Maximum Obligation Change.
 a) **Current Total Contract Maximum Obligation:** \$ _____
 (Total Contract Maximum Obligation, including all prior amendments).
 b) **Amendment Amount** ("+" or "-"): \$ _____
 c) **NEW TOTAL CONTRACT MAXIMUM OBLIGATION:** \$ _____
 ___ Rate Changes to Rate Contract

OTHER: (Check option, explain under "Brief Description" below, and attach documentation.)
 ___ Amend Duration Only (No Compensation or Performance Change)
 ___ Amend Scope of Services/Performance Only (no budget impact.)
 ___ Interim Contract (Temporary Extension to complete new Procurement)
 ___ Other: (Describe Details and Attach documentation):

ANTICIPATED START DATE: _____ (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.)
NEW CONTRACT END DATE: _____

➔ **PROMPT PAYMENT DISCOUNTS.** Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See Prompt Payment Discount Policy.
 ___ % Within 10 Days ___ % Within 15 Days ___ % Within 20 Days ___ % Within 30 Days OR, Check off the following if:
 Contractor either claims hardship, or chooses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-commodity or non-service compensation)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT (Reference to attachments is insufficient):
 Grant funds from the Firefighting Equipment Grant program administered by the Department of Fire Services.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, or an earlier Start date listed above, the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date specified above, or the date of any required approvals. By executing this Contract/Amendment, the Contractor makes, under the pains and penalties of perjury, all certifications required under the attached Contractor Certifications, and has provided all required documentation noted with a "➔", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at www.mass.gov/osc under Guidance For Vendors - Forms or at www.mass.gov/osd under OSD Forms; the terms of the attached Instructions, the Request for Response (RFR), solicitation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. **THE PARTIES HEREBY ALSO CERTIFY THAT (Check one option only):**

1. the Contractor has NOT incurred any obligations triggering a payment obligation for dates prior to the Effective Date of this Contract or Amendment; OR
 2. ___ any obligations incurred by the Contractor prior to the Effective Date of this Contract or Amendment (for which a payment obligation has been triggered) are intended to be part of this Contract/Amendment and shall be considered a final Settlement and Release of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

➔ X: Carolyn Kirk Date: 10/7/08
 (Signature and Date Must Be Handwritten At Time of Signature)

➔ Print Name: Carolyn Kirk
 ➔ Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

X: Kevin Partridge Date: 11/23/08
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: KEVIN PARTRIDGE
 Print Title: DIRECTOR

City Hall
Nine Dale Ave
Gloucester, MA 01930



TEL 978-281-9700
FAX 978-281-9738
ckirk@ci.gloucester.ma.us

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

Memorandum

To: Council President Tobey and Members of the Gloucester City Council

From: Jim Duggan, Chief Administrative Officer 

Cc: Mayor Carolyn A. Kirk

Date: February 3, 2008

Re: **Program Year 2009 Community Development Block Grant Program Request for Proposals**

Attached for informational purposes is the Community Development Block Grant Programs Request For Proposals (RFP) for Program Year (PY) 2009. The PY covers from July 1, 2009, to June 30, 2010. As indicated in the RFP, the city has not yet received confirmation from the Department of Housing and Urban Development (HUD) on how much the City of Gloucester will receive in the upcoming PY.

If you have any questions or concerns, please contact Cleveland Cook, Grants Administrator at (978) 282-3027.



City of Gloucester

REQUEST FOR PROPOSAL Program Year 2009 COMMUNITY DEVELOPMENT BLOCK GRANT

The City of Gloucester is accepting proposals for the use of Community Development Block Grant (CDBG) funds the city receives annually from the U.S. Department of Housing and Urban Development (HUD). The city has not yet received confirmation from HUD on how much Gloucester will receive in the upcoming Program Year (PY) 2009 towards eligible activities. PY 2009 covers July 1, 2009, to June 30, 2010. Eligible project and program activities include public services, affordable housing, public facilities and economic development opportunities. Specific eligible uses and guidelines of CDBG funds are published in the Code of Federal Regulations Book 24 Part 570.

In addition to the city's repayment obligation of a Section 108 Loan, the city has identified the following priorities through the city's 2005 Five Year Consolidated Plan:

- Economic Opportunity
- Affordable Housing
- Suitable Living Environment

Economic Opportunity

Support and increase the ability of low and moderate-income residents to obtain and retain jobs. The current economic downturn presents challenges to the Gloucester business community. Mayor Carolyn Kirk has identified economic development as a priority for PY 2009. Project categories include the following:

- Educational Certifications
- Employment Development
- Job Training (specific fields)
- Jobs
- Micro Enterprise (up to 5 employees)

Affordable Housing for low and moderate-income residents:

Support assistance for low and moderate-income individuals that prevents displacement, improves the quality of housing stock, maintains the affordability of existing housing, increases the supply of rental and owner-occupied housing, leverages private investment in affordable housing, and prevents homelessness. The city identified through the 2005 Five Year Consolidated Plan the high priorities in affordable housing are:

- Single-Unit Residential Rehabilitation;
- Multi-Unit Residential Rehabilitation

Suitable Living Environment for low and moderate-income residents, free from discrimination:

Support social services that provide assistance to improve the living environment for the low and moderate-income population. The city identified through the 2005 Five Year Consolidated Plan the high priorities in suitable living environment are:

- Youth Services;
- Health Services;
- Security Deposits;

Homeownership Assistance; and
Public Facility Improvements:
 Handicapped Accessibility;
 Homeless Facilities (not operating costs);
 Street Improvements;
 Sidewalks;
 Health Facilities

Funding Availability

Funds will be available for contracts after the start of the program year on July 1, 2009. Funds can not be released until there is a fully executed contract or agreement. **Any costs incurred or work done prior to July 1, 2009, is NOT ELIGIBLE for CDBG funding.**

Evaluation Criteria

All proposals will be evaluated on the extent to which it addresses the city's priorities for the CDBG Program. Additionally, any agencies that received CDBG funding in the past three (3) years will be evaluated on their administrative performance history. **Additionally, if your agency PY 2008 CDBG funding and you are not current with your reporting and invoicing requirements, you will not be able to submit an application.**

All proposals also must be for an eligible activity and meet National Objective (benefit to low and moderate-income persons or neighborhoods, see attached income guidelines). Regulations are available upon request.

The criteria of the Program/Project will be evaluated by the city on the following basis:

- Need and Benefit;
 - Does the Program/Project meet a demonstrated, clearly defined, community need identified as a High Priority in the RFP?
 - Is the need supported by data?
 - Are the beneficiaries an appropriate target group in our community and does it include data to substantiate need?
 - Does the Program/Project meet a National Objective?
 - Are the goals of the Program/Project clearly defined?

- Management of the Organization;
 - If the agency received previous funding, did they have any funds rescinded? Did the agency fully comply with the city's CDBG management procedures?
 - Was the agency able to achieve the stated goals and outcomes?
 - Is the staff qualified and have the capacity to provide/complete this Program/Project?
 - Has the agency completed all required aspects of the application process and attended all information/public hearing sessions?

- Funding Appropriateness;
 - Are the Program/Project administrative budgets reasonable?
 - Does the agency demonstrate long-term viability and financial stability?
 - Have they dictated the ability to maintain service(s) within three (3) year period without CDBG funding?

- Is the amount of funds requested compared to the number of Gloucester residents served reasonable for the Program/Project?
 - Will the funds maintain an existing activity/service that is in jeopardy?
 - Do the funds supplant other funding?
 - Will the funds initiate a new Program/Project?
 - Does the agency actively seek out and obtain other funding sources for its Programs/Projects?
 - When appropriate, does the agency charge a fee and/or generate other revenues that may be used to support this Program/Project?
- Community Support and Collaboration;
 - Does the Program/Project have a substantial need and was it proven?
 - Does the agency collaborate(s) with other agencies beyond referrals?
 - Does the agency have a main or satellite office in Gloucester with reasonable hours? If not, how do they provide services to Gloucester residents?
- Performance Objectives;
 - Does the Program/Project provide a realistic and effective scope of services that produces specific outcomes that are measurable?
 - Are the measures stated and realistic for our community?
 - Are the agency's goals realistic and achievable?
 - Are the objectives clear and measurable?
 - Is the timeframe to complete the objectives reasonable?

Additional Information

Any questions concerning program requirements or the proposal process should be directed to Debbie Laurie, Senior Project Manager, Grants Office, at (978) 282-3027. Applicants are welcome to contact the department for guidance and assistance. A required pre-submittal informational meeting will be held at 3:00 p.m., on Thursday, February 19, 2009, at the Gloucester High School in the Lecture Hall to review submittal and reporting requirements. Following submittal of proposals, the city will conduct a public hearing on Thursday, March 12, 2009, at 3:00 p.m., at the Gloucester High School in the Lecture Hall. At that hearing, the public will be invited to present any general comments about the allocation of the city's CDBG funds. In addition, applicants who have submitted proposals will make a brief presentation about their program. Applicants are required to attend.

Review and Award Process

Funding proposals are due by 12 noon (EST), Friday, March 6, 2009. Following the receipt of applications proposals will be reviewed by the Grants Office at the Public Hearing on March 12, 2009. The Grants Administrator will make recommendations to the Mayor for final approval. All correspondences notifying applicants whether they were awarded funding will be mailed out on or before April 13, 2009. **PLEASE NOTE**, no final awards will be made until the city's Annual Action Plan has been approved by the U.S. Department of Housing and Urban Development. The city will start issuing contracts at the start of the program year in July, 2009.



City of Gloucester

Program Year 2009
COMMUNITY DEVELOPMENT BLOCK
GRANT APPLICATION

Deadline - 12 Noon (EST), Friday, March 6, 2009

Community Development Department
Grants Division
3 Pond Road
Gloucester, MA 01930

1. Organization: _____
2. Program/Project Title: _____
Address: _____
City: _____ Zip: _____
Telephone: _____ Fax: _____
Federal Tax Identification #: _____
Contact Person/Title: _____
Email: _____
3. Amount of Funding Requesting: \$ _____
4. Type of Activity: _____
5. Proposed Number of Clients Expected to Serve: _____
6. Attachments: Please provide 4 copies of Items A, B, C, and 1 copy of Item D
 - A. Program Description
 - B. Priorities and Eligibility – City Benefit
 - C. Budget
 - D. Organizational/Financial Information

PROPOSAL SUBMITTAL REQUIREMENTS

If you are seeking CDBG funds for more than one program/project, please complete separate requests for **EACH** program/project that your organization proposes to undertake with CDBG assistance. If you are seeking CDBG for a public service program, a **program** may consist of one or more activities that benefit a certain group of people. *For example, a proposed "program" may be a senior program consisting of several activities such as blood pressure screening, walks, educational seminars, and line dancing. Another proposal could be for day care services for preschool children or arts and crafts for children between ages 6 and 10.*

1. **Organization** - Write the official name of your organization (or name of public service provider).
2. **Program/Project Title** - Enter a brief title or name of the program/project proposed for CDBG funding. For public service proposals it is generally preferable to group together under one program the activities that relate to the same clientele. *For example, various events and activities benefiting elderly people may be called a "senior program".*
3. **Program/Project Description**, to include:
 - a. Narrative description of the program/project - Describe clearly the proposed program/project - what the program/project is about (describe the activities under it). Indicate proposed **SCHEDULE, DURATION AND FREQUENCY**, e.g. year-round or the months, number of weeks; hours per week.
 - b. Need Statement - Describe the nature and extent (quantify magnitude) of the needs that your proposed program/project is seeking to address. Please explain the source or basis of your information or estimates or attach the document that contains information or data about the need (e.g. Focus groups; surveys; studies; cost estimates);
 - c. Program/Project Goals - Describe **briefly** your proposed goal(s) and target clientele relative to the need you identified in the Need Statement. Make sure that your goal can be translated into (or related) your proposed Outcome (see below) *For example, if the **NEED** that you want to address is the low grades of at-risk grades 2 to 4 students, then your **GOAL** might be to improve the grades of those students.* Since CDBG public services funds have to benefit low and moderate-income persons, make sure your target clientele either: benefit **residents of an area** that is considered a low/mod area (area benefits), or **limited clientele** group, which are either presumed to be low/mod (e.g., elderly people; battered women; etc.,) or benefit at least 51% of whom are low-mod. For programs proposed under "area benefits", the "service area" of the program (i.e., where the participants come from) must be the "low/moderate-income area, REGARDLESS OF WHERE THE PROGRAM ACTUALLY TAKES PLACE. A program that is 100% CDBG funded and implemented in a low/moderate-income area, but attracts a significant number of clients from other communities or neighborhoods **cannot** be justified under

the "area benefit". However, that program could be justified under "limited clientele" as described above.

- d. Intended Beneficiaries:
 - Number of Gloucester residents
 - Data on number of persons eligible for this program/project
- e. Program/Project Schedule
- f. Personnel who will be involved in the program
- g. Specific accomplishments expected from the program - Please include proposed Performance Measures by which the success of the program may be evaluated. These measures should reflect overall program goals and be quantifiable. *For example, if a goal of a youth mentoring program is to increase the percentage of students completing high school, a performance measure would track the student's success in remaining in school, rather than simply the number of youth participating in the mentoring program, the number of hours, etc. Under new HUD requirements, the city will begin monitoring performance measures on all sub-grantees.*

INPUTS - Indicate the major categories of resources, e.g. Staff, contractors, facilities, material and supplies, etc. that will be used to achieve the goals by implementing the activity (ies) or program that you will propose in the next column. Indicate who will directly be responsible for the conduct of the program/activity: name your program as a **SINGLE ACTIVITY**; that is the **INPUTS** do **not** have to be broken down by activity within your program.

OUTPUTS - The **OUTPUTS** may be in terms of number of persons or households. Describe and estimate the **unduplicated** number of participants of beneficiaries or the program (preferably specifying demographic characteristics, e.g., preschools; at-risk elementary students; seniors; Asian). *For example, your OUTPUTS may be 1,000 elderly people transported to their medical appointment; 300 unemployed persons from public housing receiving job counseling; 25 children age 12-15 participating in various recreational activities.* A participant is to be counted once whether they attend the program (or its many activities) once or several times during the contract year. It would also be helpful if you could indicate **SERVICE units** (e.g. 100 elderly persons participating an average of 20 times during the year on all senior activities are equal to 2,000 units of service to elderly persons).

OUTCOMES - Describe the expected benefit(s) and outcome(s) from the program (and activities under it), based on the **GOALS** set. With a public service program *for example an after-school program that consists of tutoring and enrichment activities may expect to improve the grades or strengthen the basic academic skills of elementary students who are struggling at school, develop their abilities in other fields, such as music and art, and provide them with a safe nurturing after-school environment.* If appropriate, identify both **SHORT-TERM** (outcomes that are measurable or observable to take place within a few months) and **LONG-TERM OUTCOMES** (outcomes that are measurable or observable after at least on year). *For example, if the GOAL is*

to improve the grades of at-risk students grades 4 to 8, the *SHORT-TERM OUTCOME* may be defined in terms of increased number of homework assignments completed and submitted on-time and the *LONG-TERM OUTCOME* may be defined in terms of percentage of students whose grades by the final grading period is higher than their grades last year for comparable subjects. **YOU WILL BE REQUIRED TO MEASURE AT LEAST ONE OUTCOME.** It is therefore critical that you select at least one **OUTCOME** that you feel you will be in a position to measure (see Methodology below).

METHODOLOGY - Select an **INDICATOR(s)** to measure an **OUTCOME(s)** and your proposed **METHODOLOGY** for collecting and processing the data. *For example, for the Short-term Outcome above, you may decide to use as an INDICATOR, the percentage of homework assignments completed and submitted on-time. Your methodology may be to ask teachers for Math, English, and Area Studies to give you the total number of homework assignments given and completed and submitted by the participating student during the third grading period.*

You will have to consider the feasibility and practicality of your overall methodology, given your budget, staff and operating constraints. The example given above may not work if the teachers of the at-risk students are not willing to provide the information. If so, you may have to select a different indicator or, perhaps, a different outcome. If you selected as **OUTCOME** "Improved Study Habits", you may select as **INDICATOR**, the number of hours spent for homework assignments, test preparation, and studying, and as **METHODOLOGY**, conducting a survey on study habits at the beginning of the school year and, say third grading period.

4. Priorities and Eligibility

Please explain how this program/project furthers the city's goals and priorities. Explain how this program/project serves the city and its low and moderate-income residents. Identify who will specifically benefit from this program/project: the targeted residents or neighborhood, the numbers of persons who will be served, and the service provided. Please provide data that will substantiate the priority.

In addition, note that funded public service programs will be required to provide monitoring data verifying compliance with eligibility requirements. Specific information will be required indicating demographics, income, and ethnicity data for the population served. Applicants must identify what information they will provide.

5. Program/Project Budget

- a. Please complete ATTACHMENT A PROGRAM/PROJECT BUDGET. All programs which request assistance for personnel costs must also include the total salary of each staff person in the organization assigned to the proposed program and the proposed percentage of time to be allocated to the CDBG Program.

- b. Provide information regarding other funding sources that the organization has attempted to secure funding from relative to the proposed program/project.
 - c. Please explain what other sources of funding will be used for this activity, as well as expected volunteer hours.
- 6. Management and Organizational Information** (not required for city requests)
- a. Budget - Annual
 - b. Articles of Incorporation (Office of Secretary of State)
 - c. Annual Report (Form PC from the Mass Office of the Attorney General - Division of Public Charities)
 - d. Copy of your Return of Organization Exempt From Income Tax (Form 990 for 501c3's)
 - e. List of other funding sources for the year 2007 (Federal, State and Local)

ATTACHMENT A
PROGRAM/PROJECT BUDGET

Please provide a complete **project** budget that lists all proposed expenses and revenues. Include the status of revenues as committed or pending. Please fill in all categories that relate to the **proposed project or program, NOT the overall organization budget**. An incomplete project budget will result in rejection of the application. This is a sample; you may use your own format.

A. Non-Construction Projects/Activities

Category	Funding Request	Other Funding Sources (Revenues)	Amount	Total Budget
<i>Personnel:</i>				
Wages				
Fringe				
Taxes				
<i>Non-Personnel:</i>				
Rent/Mortgage				
Utilities				
Telephone				
Supplies				
Insurance				
Advertising				
Maintenance				
Other:				
Total				

B. Construction Projects

Category	Funding Request	Other Funding Sources (Revenues)	Amount	Total Budget
Hard Costs:				
Acquisition				
Demolition				
Relocation				
Construction				
Contingency				
Utilities				
Other (specify)				
Total				
Soft Costs:				
Architectural				
Engineering				
Fees (specify)				
Legal				
Construction Supervision				
Construction Financing Interest				
Insurance				
Environmental Assessment				
Other (specify)				
Total				

RECEIVED

FEB 5 2009

City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2009

Mayor's Office

INTER-DEPARTMENTAL REQUIRING CITY COUNCIL APPROVAL *****Requires 6 Votes

DEPARTMENT REQUESTING TRANSFER: AUDITOR
TRANSFER # 09
16 DATE: 2/5/2009 BALANCE IN ACCOUNT \$62,756.82

(FROM) PERSONAL SERVICES ACCOUNT#: 101000.10.900.51100.0000.00.000.00.051
Unifund Acct #

(FROM) ORDINARY EXPENSE ACCOUNT#: General Fund, Sal/Wage, Retirement Buyb
Unifund Acct #
Account Description

EXPLANATION OF SURPLUS: Council Reserve

(TO) PERSONAL SERVICES ACCOUNT#: 101000.10.911.51870.0000.00.000.00.051
Unifund Acct #

(TO) ORDINARY EXPENSE ACCOUNT#: Pensions, Non. Contrib. Pensions
Unifund Acct #
Account Description

ANALYSIS OF NEED(S): No COLA budgeted

TOTAL TRANSFER AMOUNT \$2,000.00 NEW BALANCE IN ACCOUNTS AFTER TRANSFER

FROM ACCOUNT: \$60,756.82

TO ACCOUNT: \$52,000.00

APPROVALS:
DEPT. HEAD: [Signature]

DATE: 2/5/09

ADMINISTRATION: [Signature]

DATE: 2/5/09

BUDGET & FINANCE: _____

DATE: _____

CITY COUNCIL: _____

DATE: _____

RECEIVED

FEB 5 2009

City of Gloucester Special Budgetary Transfer Request Fiscal Year 2009

Mayor's Office INTER-DEPARTMENTAL REQUIRING CITY COUNCIL APPROVAL *****Requires 6 Votes

DEPARTMENT REQUESTING TRANSFER: AUDITOR

TRANSFER # 09

17 DATE: 2/5/2009 BALANCE IN ACCOUNT \$60,756.82

(FROM) PERSONAL SERVICES ACCOUNT#: 101000.10.900.51100.0000.00.000.00.051
Unifund Acct #

(FROM) ORDINARY EXPENSE ACCOUNT#: General Fund, Sal/Wage, Retirement Buyb
Unifund Acct # Account Description

EXPLANATION OF SURPLUS: Council Reserve

(TO) PERSONAL SERVICES ACCOUNT#: 10100.10.152.91970.0000.00.000.00.051
Unifund Acct #

(TO) ORDINARY EXPENSE ACCOUNT#: Personnel, Retirement/Sick Buyback
Unifund Acct # Account Description

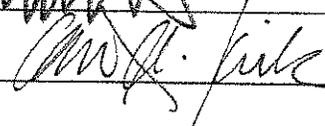
ANALYSIS OF NEED(S): To cover retirement, sick and vacation buybacks

TOTAL TRANSFER AMOUNT \$16,868.16 NEW BALANCE IN ACCOUNTS AFTER TRANSFER

FROM ACCOUNT: \$43,888.66

TO ACCOUNT: \$69,559.37

APPROVALS:
DEPT. HEAD: 

ADMINISTRATION: 

BUDGET & FINANCE: _____

CITY COUNCIL: _____

DATE: 2/5/09

DATE: 2/5/09

DATE: _____

DATE: _____

**CITY OF GLOUCESTER
FEE COMPENDIUM
NOVEMBER 12, 2008**

DEPARTMENT	TYPE	FEE
ASSESSORS	Mail in Inquiry Fee	\$5.00
	Field Cards	\$1.00 per parcel
	Document Copies	\$0.50 per page
	Long Street Listing	\$350.00
	Short Street Listing	\$150.00

DEPARTMENT	TYPE	FEE
BOARD OF HEALTH	Body Art-Establishment	\$150.00
	Body Art-Tattooing	\$100.00
	Body Art-Body Piercing	\$100.00
	Catering	\$60.00
	Disposal Works Installers	\$100.00
	Food Service-Establishment	\$150.00
	Food Service-Retail	\$100.00
	Food Service-Residential	\$75.00
	Plan Review for Food Service	\$50-\$100
	Frozen Desserts	\$60.00
	Tanning	\$50.00
	Funeral Directors	\$50.00
	Dumpsters-Owner	\$100.00
	Dumpsters-Individual	\$50.00
	Swimming Pools	\$120.00
	Food Service-Mobile w/PHF	\$150.00
	Food Service-Mobile w/o PHF	\$60.00
	Children's Camps	\$150.00
	Hotels, Motels	\$90.00
	Removal of Garbage (per truck)	\$75.00
	Tobacco Sales	\$150.00
	Stables (per horse)	\$50.00
	Night Soil (per truck)	\$100.00
	Septic Transfer Station	\$25.00
	Liquor License Inspection	\$25.00
	Lodging, SROs, Inns	\$25.00
	Laundries, Laundromats	\$90.00

DEPARTMENT
BOARD OF HEALTH

TYPE

FEE

Ice Skating Rink	N/C
Non-Compliance	\$50.00
Septic System Plan Review	\$250.00
Well Installation	\$125.00
Disposal Works Construction Permit	
Complete	\$240.00
Individual Component	\$120.00
Certificate of Rental Dwelling	\$90.00
Demolition Inspection	\$25.00
Temporary Food Service - w/PHF	\$120.00
Temporary Food Service - w/o PHF	\$60.00
Temporary Dumpster	\$25.00
Soil/Perc Test	\$240.00
Percolation Test Only	\$220.00
Plumbing Variance	\$25.00
Title 5 Inspection Report Review	\$100.00
Variance Hearing	\$75.00
Subcommittee Review	\$50.00
Subdivisions:	
Preliminary	\$175.00
Final	\$125.00
Special Permits	\$175.00

DEPARTMENT

CITY CLERK

TYPE

FEE

PRESET FEE?

Carnival			NO
Raffle Permit		\$25.00	YES
Underground Tank		\$45.00	YES
Taxi Operator		\$30.00	YES
Taxi & Private Livery License		\$30.00	YES
Pool/Billiards	\$100 PER TABLE	\$100.00	NO
Bowling		\$100.00	NO
Class I, II, III		\$100.00	YES
Junk Dealers		\$50.00	YES
2nd Hand Articles		\$50.00	YES
Misc. Permits/Licenses			NO
Special Council Permit	SEE ZONING ORDINANCE FEES \$350/\$1,000/ \$5,000.00		NO
Major Project & Rezoning Fees	SEE ZONING ORDINANCE FEES		NO
Hawkers & Peddlers City		\$54.00	YES
Marriage Intention		\$24.00	YES
Theater License		\$100.00	NO
Antique Dealer		\$50.00	YES
Auctioneers		\$35.00	YES
St. Peter's Fiesta	DEPENDS ON AMUSEMENTS		NO
Horribles Parade		N/A	NO
Labor Day Fireworks		N/A	NO
First Night		N/A	NO
Business Certificate		\$60.00	YES
Business Certificate Amnd/Disc.		\$5.00	YES
Notary		\$1.00	YES
Copies		\$0.25	NO
True Copy Attest		\$2.00	NO
Pole Permit & Underground Conduit		\$100.00	NO

[plus \$2.00 per linear foot of conduit]

DEPARTMENT	TYPE	FEE	PRESET FEE?	
CITY CLERK	Passport Photo Fee	\$10.00	YES	
	Passport Filing Fee	\$25.00	YES	
	Charter Books	\$3.00	NO	
	Outdoor Park Permit	\$100 PLUS \$10.00 PER VEHICLE	NO	
	Data Processing	\$15.00	NO	
	Check Return Fees	\$25.00	YES	
	Code of Ordinance	DOES NOT INCLUDE COPY FEE; JUST ATTESTATION	\$2.00	NO
	Short Form Vital	\$3.00	YES	
	Long Form Vital	\$15.00	NO	
	2nd copy Long Form Vital	\$7.50		
Verification of Birth	\$5.00			
Burial Permit	\$10.00	YES		
Amendments	\$50.00	YES		
UCC-Search Fees	[includes certified copy]		NO	
Street Listing Books	\$15.00	YES		
Dog License-Male/Female	\$22.50	YES		
Late Fees	\$10.00	YES		
Postage/Handling	\$1.00	YES		
F1 Fishing	\$22.00	YES		
F2 Minor Fish 12-17	\$6.00	YES		
F3 Fishing 65-69	\$10.75	YES		
F4 Fishing 70+ & Handicap	\$0.00	YES		
F6 Non-Resident Fishing	\$32.00	YES		
F7 Non-Resident Fishing 3-day	\$18.00	YES		
F8 Resident Fishing 3-day	\$7.00	YES		
F9 Non-Resident Minor Fishing	\$6.00	YES		
T1 Resident Trapping	\$30.00	YES		
T2 Resident Trapping Minor	\$6.00	YES		
T3 Resident Trapping Age 65-69	\$14.75	YES		
DF Duplicate Fishing	\$2.50	YES		

DEPARTMENT	TYPE	FEE	PRESET FEE?
CITY CLERK	DT Duplicate Trapping	\$2.50	YES
	H1 Resident Hunting	\$22.00	YES
	H2 Resident Hunting, Age 65-69	\$10.75	YES
	H3 Resident Hunting, Handicapped	\$0.00	YES
	H4 Resident Alien Hunting	\$22.00	YES
	H5 Non-Resident Hunting, Big Game	\$94.00	YES
	H6 Non-Resident Hunting, Small Game	\$60.00	YES
	H8 Resident Minor Hunting	\$6.00	YES
	S1 Resident Sporting	\$39.50	YES
	S2 Resident Sporting, Age 65-69	\$19.50	YES
	S3 Resident Sporting, Age 70+ & Handicap	\$0.00	YES
	DH Duplicate Hunting	\$2.50	YES
	DS Duplicate Sporting	\$2.50	YES
	M1 Archery Stamp	\$5.00	YES
	M2 Waterfowl Stamp	\$4.75	YES
	M3 Primitive Firearms Stamp	\$5.00	YES
	W1 Wild Conser. Stamp (Resident)	\$5.00	YES
	W2 Wild Conser. Stamp (Non-Resident)	\$5.00	YES
	Resident Clam	\$40.00	YES
	Non Resident Clam 1-day	\$25.00	YES
	Non Resident Clam - Year	\$175.00	YES
	Commercial Clam	\$400.00	YES
	Commercial Clam - Student	\$200.00	YES
Commercial Eel	\$50.00	YES	

DEPARTMENT	TYPE	FEE
DPW-SOLID WASTE	Residential Rubbish	
	Bulky item sticker	Trash Bag \$2.00
	Appliance/CRT	
	New Recycling Bin	Sticker \$25.00
		\$5.00
DPW-CEMETERY	Grave	\$500.00
	Cremation Grave	\$250.00
DPW-WATER	Final Reading	\$35.00
	Service Turn on/off	\$50.00
Meters (includes bracker and RF)	5/8 inch	\$225.00
	3/4 inch	\$275.00
	1 inch	\$350.00
	1.5 inch	\$400.00
	2 inch	\$600.00
Water taps	1 inch	\$250.00
	1.5 inch	\$350.00
	2 inch	\$450.00
	4 inch	\$600.00
	6 inch	\$750.00
	8 inch	\$1,000.00
Backflow Device		
	Test	\$45.00
DPW-MISC.	Sidewalk Obstruction	\$75.00
DPW-SEWER	Septage (Gloucester only)	\$80.00 per 1000 gallons
	Holding Tank Waste (Gloucester only)	\$12.09 sewer rate per 1000
	Recreational vehicles (residential and tourist)	\$5.00

DPW	TYPE	FEE
ENGINEERING	Sewer Connection	
	Residential	\$100.00
	Commercial/Industrial	\$200.00
	Sewer Extensions	
	Plan Review - per linear foot	\$1.00
	Inspection - per linear foot	\$2.00
	Drainage & Grading	
	Residential Additions	\$100.00
	Residential/New Construction	\$200.00
	Commercial Additions	\$200.00
	Commercial/New	\$400.00
	Road Opening	
	Application - each	\$200.00
	Inspection - each	\$300.00
	TOTAL	\$500.00
	Drain Layer	
	Application	\$100.00

DPW PUBLIC PROPERTY	TYPE	FEE
	Beach Stickers	
	Resident	\$20.00
	Resident (non-domiciled)	\$20.00
	Senior Citizen/Resident (65+)	N/C
	Essex/Rockport	
	Resident	\$100.00
	Non resident/Summer Rental (200)	\$250.00
	Parking Rates	
	Automobile/SUV/Miniva	
	n	
	Weekdays 8 to 3	\$20.00
	Weekdays 3 to 5	\$10.00
	Weekends/Holidays 8 to 3	\$25.00
	Weekends/Holidays 3 to 5	\$15.00
	Weekdays	\$10.00
	Weekends/Holidays	\$15.00
		Stage Fort Park
Automobile/SUV/Miniva		
n		
Weekdays 8 to 3		\$20.00
Weekdays 3 to 5		\$10.00
Weekends/Holidays 8 to 3		\$25.00
Weekends/Holidays 3 to 5		\$15.00
Weekdays		\$10.00
Weekends/Holidays		\$15.00

DPW

PUBLIC PROPERTY

TYPE	FEE
Parking Rates: Good Harbor Beach/Wingaersheek/Stage Fort Park	
Motorcycle	\$5.00
Van (+7 seats) weekdays only	\$15.00
Bus (+12 seats) weekdays only	\$20.00
Bus (+25 seats) weekdays only	\$25.00
Guest Voucher Discounts	
Stage Fort Park	\$5.00 off daily rate
Good Harbor/Wingaersheek	\$10.00 off daily rate
BEACH & PARK RENTAL FEES	
Wingaersheek Group area use permit	\$25.00 daily
Stage Fort Park group area use permit (non catered)	\$25.00 daily
Stage Fort Park group area use permit (catered)	\$200.00 daily
Stage Fort Park (Bandstand/Gazebo)	\$100.00 2 hour maximum
Stage Fort Park (Rose Garden)	\$100.00 2 hour maximum
Stage Fort Park/Beach (off season, commercial)	\$300.00 daily
Stage Fort Park/Beach (in season, commercial)	\$500.00 daily
Beach/Park Permit (Schools/YMCA/Camps, etc.)	\$25.00

DEPARTMENT
 FIRE DEPARTMENT
 AMBULANCE
 SERVICE:

TYPE	FEE
BLS Non-Emergency	\$385.98
BLS Emergency	\$617.58
ALS Non-Emergency	\$463.19
ALS 1 - Emergency	\$733.38
ALS 2	\$1,061.46
SCT Special Care Transport	\$1,254.45
Oxygen	\$78.41
Airways	\$190.44
MAST	\$112.01
IV Therapy / IV Drugs	\$168.00
Cardiac Monitoring	\$235.25
Defibrillation	\$168.00
BLS Mileage	
ALS Mileage	
Single Mileage Rate	\$21.25
Extra EMT	\$300.00

DEPARTMENT	TYPE	FEE
INSPECTIONAL SERVICES:	Building Permit Fees:	
	Application Fee	\$40.00
		plus \$7.00 per \$1,000 of total cost of construction
	Plumbing and Gasfitting Fees:	
	Single and Two Family Residences	\$25.00 for permit \$10.00 per fixture
	Three or more family Residences:	\$50.00 for permit \$10.00 per fixture
	Commercial:	\$50.00 for permit \$10.00 per fixture
	Re-inspection fee-Plumbing Work without Permit-Plumbing	\$50.00 3 X Fee
	Electrical Permit Minimum Fee	
	Residential 1 & 2 Family Minimum	\$30.00

DEPARTMENT	TYPE	FEE
INSPECTIONAL SERVICES:	New Construction & Additions:	(Building Permits Issued)
	Residential:	\$3.00 per thousand
		[based on estimated cost as stated on building permit]
	Commercial - Minimum Commercial	\$50.00
		[based on estimated cost as stated on building permit]
		\$4.00 per thousand
SERVICES:		
	Residential	
	100-200 amps	1-3 meters \$30.00
		per additional meter
	201-600 amps	over 3 meters \$5.00
		1-3 meters \$50.00
		per additional meter
	Commercial	
	100-200 amps	1-3 meters \$50.00
		per additional meter
	201-600 amps	over 3 meters \$10.00
		1-3 meters \$75.00
		per additional meter
	Over 600 amps	over 3 meters \$10.00
		\$100.00
		per hundred amps over 600 amps
		\$10.00

DEPARTMENT	TYPE	FEE
INSPECTIONAL SERVICES:		
GENERAL WIRING (RESIDENTIAL & COMMERCIAL)		
Annual Maintenance Permit		\$300.00
Feeder & Panel Wiring		\$30.00
Machine & Motor Wiring		\$30.00
Temporary Wiring (Temp Service)		\$30.00
Swimming Pools		\$30.00
Gasoline Stations (complete)		\$125.00
Gasoline Pumps		\$30.00
Carnivals & Shows		\$100.00
Laundromats		\$200.00
Complete Fire and/or Burglar Alarms		
	Residential	\$30.00
	Commercial	\$100.00
Electric signs		\$30.00
Furnaces		\$30.00
Smoke Detectors		\$30.00
Appliances		\$10.00 each / Minimum \$30.00
Electric Heat (per 2,000 watts)		\$7.50 with a minimum of \$30.00
Siding Permits		\$30.00
Well pump		\$30.00
Sewer Ejector Pump		\$30.00
Re-inspection Fee		\$50.00 payable prior to inspection
Work without a permit		subject to 3 times the permit fee
		All permit fees are non-refundable

NOTE:

NOTE:

DEPARTMENT ZONING ORDINANCE FEES	TYPE	FEE
Application for City Council Special Permit		\$350.00
Application for City Council Major Project Special Permit	1% of construction costs but in no event less than \$1,000 or more than \$5,000	
Application for City Council Personal Wireless Service Facility Special Permit	1% of construction costs but in no event less than \$1,000 or more than \$5,000	
Application to the City Council to amend the Zoning Ordinance		\$350.00
Application for Planning Board Special Permit		\$350.00
Application to the Zoning Board of Appeals for Special Permit, Variance or appeal from the Decision of Inspector of Buildings		\$250.00
Building Permit	\$40.00 plus \$7.00 per each \$1,000 of total construction costs	
Use Permit		\$40.00
Occupancy Permit		NO CHARGE

DEPARTMENT	TYPE		
POLICE	Firearms permit	\$100.00	to City of Gloucester to Commonwealth of Mass.
	NOTE:		\$25.00 \$75.00
Administrative Fee - Road Details Request for Police Reports by insurance companies and attorneys		NOTE: No admin. fee charged for City of Gloucester details 10% of fee	per accident report per page for other reports
		\$5.00	
		\$1.00	

DEPARTMENT	TYPE	FEE		
PURCHASING	Request for Qualifications-Design Services-Building Project	\$15.00	ADMINISTRATIVE FEE-NON-REFUNDABLE	
	Request for Proposals-Design Services-Public Works Projects	\$15.00	ADMINISTRATIVE FEE-NON-REFUNDABLE	
	Request for Proposals-Design Services-Not Construction Related	\$15.00	ADMINISTRATIVE FEE-NON-REFUNDABLE	
	Invitations for Bids-Building Repair or Construction Project		\$50.00	DESIGNER-NON-REFUNDABLE
			\$25.00	DESIGNER-MAILING FEE-NON-REFUNDABLE
				IN-HOUSE - MAILING FEE-NON-REFUNDABLE
	Invitations for Bids-Pubic Works Repair or Construction Project		\$50.00	DESIGNER - REFUNDABLE
			\$25.00	DESIGNER - MAILING FEE-NON-REFUNDABLE
			\$15.00	IN-HOUSE - MAILING FEE-NON-REFUNDABLE
	Invitations for Bids - Supplies and/or Services		\$15.00	NON-REFUNDABLE
	Request for Proposals-Supplies and/or Services		\$15.00	NON-REFUNDABLE
	Surplus Disposition-Real Estate & Other City-Owned Property		\$15.00	NON-REFUNDABLE

DEPARTMENT
TREASURER

TYPE

FEE

Delinquent fees: there are various fees such as demand fees, warrant fees, fees for deed preparation advertisement of tax takings, etc. There are about 25 different categories and all have different amounts. These fees are established by statute (generally found in MGL Ch 60, section 15).

Bad check fee of 1% of the bounced check, with a minimum fee of \$25.00, as prescribed by MGL Ch 60, section 57A.

Photocopies

\$1.00 per page, in excess of 5 pages

Fee for getting written confirmation of old

(3+ years) tax payments

\$15.00 These requests require us to access records stored off-site.

COLLECTOR

Municipal Lien Certificates:

Land less than one acre with no permanent structure

\$25.00

Land with no more than a single family residence and outbuildings

\$25.00

Land with no more than a two family residence and outbuildings

\$25.00

Land with no more than a three family residence and outbuildings

\$25.00

Land with residence of four or more families

\$100.00

Land with a commercial, industrial or public utility concern structure

\$150.00

Farms, forest land and all other real property

\$50.00

Land with one acre or more with no permanent structure

\$50.00

DEPARTMENT	TYPE	FEE
WATERWAYS	Private Mooring:	
	Resident	\$4.00 per foot
	Non-Resident	\$6.00 per foot
	Late Filing	\$50.00 per permit
	Transient Mooring:	
	Marine Business	\$200.00 per season
	Harbormaster	\$25.00 per night
	Wait List:	
	Late Filing	\$10.00 per application (annually) \$50.00 per application (annually)
	10A Seasonal Float Permit	\$50.00 per season
	Dinghy Dock (12 feet or less) [Cripple Cove, Magnolia Pier, Lobster Cove]	\$50.00 per season
	Dun Fudgin Boat Ramp:	
	Daily User Fee	\$5.00
	Season Pass - 18 feet <	\$35.00
	Season Pass - greater	\$50.00
Commercial Hauler - Daily	\$35.00	
Commercial Hauler - Season	\$350.00	
Improperly marked mooring buoy	\$50.00	
Not properly displaying mooring identification sticker	\$50.00	
Violating use of transient moorings	\$50.00	



**CITY OF GLOUCESTER 2008
CITY COUNCIL ORDER**

ORDER:	#CC2008-038
COUNCILLOR:	Tobey

DATE RECEIVED BY COUNCIL:	09/30/08
REFERRED TO:	B&F
FOR COUNCIL VOTE:	

Ordered, that the Budget & Finance Committee and the Administration review and report back to the council on the merits of two possible approaches to providing water and sewer rate relief to the community:

1. shifting some or all eligible debt service cost to the tax rate pursuant to G.L. 59 & 21C (n); and
2. billing water and sewer charges on a monthly basis in order to spread these costs in more predictable and manageable ways.

CITY OF GLOUCESTER AUDITOR'S OFFICE

January 30, 2009

RECEIVED

FEB 2 2009

Mayor's Office

TO: CITY COUNCIL
FROM: CITY AUDITOR
RE: CODE OF ORDINANCE CHAPTER 2, ADMINISTRATION, ARTICLE III,
OFFICERS AND EMPLOYEES, DIVISION 6, CITY AUDITOR, S 2-104
p. 161, EFFECTIVE MARCH 1, 1986
cc: MAYOR CAROLYN KIRK

S 2-104 DUTY WHEN APPROPRIATIONS ARE EXHAUSTED
WHENEVER THE APPROPRIATIONS FOR ANY DEPARTMENT FOR ANY OBJECTS HAVE
BEEN EXHAUSTED, THE CITY AUDITOR SHALL COMMUNICATE THE FACT TO THE
MAYOR AND THE CITY COUNCIL, AND ALL EXPENDITURES THEREFORE SHALL CEASE
UNTIL A FURTHER APPLICATION IS DULY MADE.

AS OF THE WEEK ENDING JANUARY 30, 2009. THE FOLLOWING ACCOUNTS HAVE
EXPENDITURES THAT EXCEED THEIR APPROPRIATIONS: CITY DEPARTMENTS

<u>ACCOUNT #</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT OVER</u>
101000.10.138.51100.51	Purchasing, Sal/Wage Perm	(\$8,927.85.)
101000.10.138.51400.51	Purchasing Sal/Wage Longevity	(\$901.10)
101000.10.152.51970.51	Retirement-Sick Buy Back	(\$16,868.19)
101000.10.220.51420.51	Fire Med Diff EMT	(11,302.72)
101000.10.220.51400.51	Fire Department Sal/wage Longivity	(\$2,494.80)
101000.10.543.57700.57	Verteran's Service Vets Direct Assess	(\$4,391.14)

AGING OF OVERDRAWN ACCOUNTS	CITY OF GLOUCESTER				
ACCOUNT	DESCRIPTION	30-Jan-09	16-Jan-09	19-Dec-08	21-Nov-08
101000.10.138.51100.0000.00.000.00.051	Purchasing Sal/Wage Perm	\$ (8,927.85)	\$ (8,927.85)	\$ (8,927.85)	\$ (4,733.10)
101000.10.138.51400.0000.00.000.00.051	Purchasing Sal/Wage Longevity	\$ (901.10)	\$ (901.10)	\$ (901.10)	\$ (901.10)
101000.10.152.51970.0000.00.000.00.051	Retirement - Sick Buy Back	\$ (16,868.19)	\$ (16,868.19)	\$ (16,868.19)	\$ (16,868.19)
101000.10.176.51100.0000.00.000.00.051	Zoning Board of Appeals, Sal/Wage Perm				\$ (220.00)
101000.10.220.51420.0000.00.000.00.051	Fire Med Diff EMT	\$ (11,302.72)	\$ (11,302.72)	\$ (11,302.72)	
101000.10.220.51400.0000.00.000.00.051	Fire Dept Sal/Wage Longevity	\$ (2,494.80)	\$ (2,494.80)	\$ (2,494.80)	
101000.10.211.51570.0000.00.000.00.051	Police Uniform Workers' comp payroll				\$ (946.54)
101000.10.220.51400.0000.00.000.00.051	Fire Dept Sal/Wage Longevity				\$ (1,394.80)
101000.10.510.51100.0000.00.000.00.051	BOH Perm Sal/Wage			\$ (702.28)	
101000.10.911.51870.0000.00.000.00.051	Pensions, Non Contrib Pensions		\$ (1,946.97)	\$ (1,946.97)	\$ (1,946.97)
101000.10.543.57700.0000.00.000.00.057	Veteran's Service Vets Direct Assess	\$ (4,391.14)	\$ (4,391.14)		